



BOULT • CUMMINGS
CONNERS • BERRY PLC

RECEIVED

03 JAN 27 PM 2 00

April A. Ingram
(615) 252-2302
Fax: (615) 252-6302
Email: aingram@boultcummings.com

January 27, 2003

TN REGULATORY AUTHORITY
DOCKET ROOM

VIA HAND DELIVERY

Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243



CO. ID 128822

Re: Application of Granite Telecommunications, LLC
for Authority to Provide Facilities-Based and Resold Local Exchange
Telecommunications Services

Dear Chairman Kyle:

Granite Telecommunications, LLC ("Granite" or "Applicant") hereby submits the enclosed Application for a Certificate of Convenience and Necessity. The Applicant seeks authority to provide resold and facilities-based local exchange and non facilities-based interexchange telecommunications services in Tennessee.

An original and fourteen (14) copies of the Application are provided. Filed under separate cover is Exhibit E to the Application, which contains proprietary information. Because this information is highly confidential, Granite requests that the Tennessee Regulatory Authority not disclose this Exhibit to the public or to any of the Applicant's competitors.

Also enclosed is a check in the amount of \$25.00 for filing fees. Notice of this filing has been served on interested parties.

Please date-stamp one copy and return it to the undersigned. If you have questions regarding this matter, or if you require additional information, please give me a call at 252-2302.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

April A. Ingram

AAI/aai

cc: Stacey Klinzman, Miller Isar, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION
OF GRANITE TELECOMMUNICATIONS, LLC
FOR A CERTIFICATE TO PROVIDE
FACILITIES-BASED AND RESOLD LOCAL
TELECOMMUNICATION SERVICES AND
RESOLD INTEREXCHANGE SERVICES

03 JAN 27 PM 2 04

TN REGULATORY AUTHORITY
DOCKET NO. 03-00068

APPLICATION

Granite Telecommunications, LLC ("Granite" or "Applicant"), by its undersigned counsel and pursuant to the provisions of T.C.A. §§ 65-4-201, Administrative Rules Chapter 1220-4-8, and the Federal Telecommunications Act of 1996 ("Act"), hereby applies for a Certificate of Convenience and Necessity to provide resold and facilities-based local exchange service and non-facilities based interexchange service in Tennessee. In support of its application, Granite provides the following information in compliance with Administrative Rule 1220-4-8-.04.

I. Description of the Applicant

1. 1220-4-8.04(1)(c). The full name and address of the Applicant is:

Granite Telecommunications, LLC
234 Copeland Street
Quincy, MA 02169
Telephone: (617) 847-1500
Facsimile: (617) 847-0931

2. Correspondence or communications pertaining to this application should be directed to:

April Ingram
Boult, Cummings, Conners & Berry PLC
414 Union Street, Suite 1600
Nashville, TN 37219
Telephone: (615) 252-2302
Facsimile: (615) 252-6302

And to:

Stacey A. Klinzman
Miller Isar, Inc.
7901 Skansie Ave., Suite 240
Gig Harbor, WA 98335
Telephone: (253) 851-6700
Facsimile: (253) 851-6474
E-mail: sklinzman@milleriser.com

Correspondence and communications regarding Granite's ongoing operations should be directed to:

Mr. Geoff Cookman, Director, Regulatory Affairs and Carrier Relations
Granite Telecommunications, LLC
234 Copeland Street
Quincy, MA 02169
Telephone: (617) 847-1500
Facsimile: (617) 847-0931

3. 1220-4-8.04(1)(e).

Granite Telecommunications, LLC was organized in the state of Delaware on April 1, 2002. A copy of Granite's Certificate of Formation is provided in **Exhibit A.** A copy of Granite's Authority to transact business in the State of Tennessee is provided in **Exhibit B.** A copy of Granite's Operating Agreement is provided in **Exhibit C.**

4. 1220-4-8-.04(1)(c). The members of Granite and the names of individuals who have assumed the duties of corporate officers are set forth below:

Robert T. Hale Sr.
Member, Chairman
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617-847-1500
Facsimile: 617-847-0931

Robert T. Hale, Jr.
Member, President
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617-847-1500
Facsimile: 617-847-0931

Mr. Rand Currier
Vice President - Operations
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617-847-1500
Facsimile: 617-847-0931

Paul Stutzman
Customer Service Manager
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

Mr. Geoff Cookman
Director – Regulatory Compliance
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617-847-1500
Facsimile: 617-847-0931

5. 1220-4-8-04(1)(d). Granite will not maintain an office in Tennessee. The name of Granite's registered agent in Tennessee is:

National Registered Agents Inc.
1900 Church Street, Suite 400
Nashville, TN 37203

II. Qualifications

A. Managerial and Technical Qualifications (1220-4-8.04(b); 1220-4-8.04(1)(f))

1. As shown in **Exhibit D** to this Application, Granite has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, Granite's management team has extensive business experience in telecommunications, including marketing, network operations and financial analysis/accounting. As the resumes of Granite's management team reflect, these individuals have substantial experience in running major telecommunications operations.

2. Granite proposes to provide local exchange service via resale and Unbundled Network Element Platform ("UNE-P"). Granite proposes to provide interexchange service on a resold basis. Granite will rely on the technical expertise of its underlying carrier and BellSouth Telecommunications, Inc. from which Granite will be obtaining UNE-P. Granite's underlying carriers will be responsible for repair and maintenance of the telecommunications network..

B. Regulatory Approvals in Other States 1220-4-8-.04(g)

Granite is authorized to provide telecommunications services in Georgia, Massachusetts, New Hampshire, New York, North Carolina and Rhode Island. Granite has made application for authority in Florida, Kentucky, Maine, Maryland, New Jersey, Pennsylvania and Vermont. Granite will make application for telecommunications service authority in Alabama, Delaware, South Carolina, Mississippi, West Virginia and Virginia.

Granite has not been denied requested certification in any jurisdiction.

C. Financial Qualifications 1220-4-08-.04(b)

Granite is financially qualified to provide telecommunications services within Tennessee. A projected balance sheet and income statement, as well as other documents

attesting to Granite's financial qualifications, are attached as **Exhibit E**. Granite's financial statements do not include amounts relating to reciprocal compensation for terminating Internet Service Provider traffic. Applicant's corporate surety bond in the amount of \$20,000 is filed as **Exhibit F**. As Granite initially will provide service on a resold and UNE-P basis, Granite does not require construction of facilities of its own in Tennessee. Granite requires no additional capitalization or financing nor does it expect to incur significant expenses to provide intrastate service. Granite may purchase or construct facilities at a later date, but has no plans to do so in the immediate future.

Applicant considers information concerning its finances to be confidential information not to be released to the public. Accordingly, the financial information attached as **Exhibit E** is filed under seal and in an envelope labeled "CONFIDENTIAL AND PROPRIETARY." It is Applicant's understanding that Tennessee Regulatory Authority staff will honor Applicant's request for confidential treatment of these documents without the necessity of filing a motion for protective order.

III. Proposed Services (1220-4-8.04(1)(i))

The Applicant intends to offer local services including, but not limited to basic local service and custom calling features to business and residential customers. Applicant intends to offer interexchange service including, but not limited to "One Plus" inbound and outbound service and calling card services to business and residential customers. Applicant's proposed services are set forth in its proposed tariff attached as **Exhibit G**. Applicant will provide local exchange service in the areas currently served by BellSouth Communications, Inc. and will provide interexchange service state-wide. Granite has negotiated an Interconnection Agreement with BellSouth Telecommunications, Inc. and will file the agreement pursuant to TRA rules and regulations.

IV. Description of Operations and Regulatory Compliance

1. 1220-4-9.04(1)(a). Granite will adhere to all applicable TRA rules, policies and orders governing the provision of local exchange and interexchange telecommunications services in Tennessee.

2. Granite's customer service representatives will handle customer service inquiries via Granite's toll free number, 866-847-5500. Customer service representatives are available , twenty-four hours per day. Granite's toll free number will be printed on its customers' monthly billing statements. The name and address of Granite's customer service contact is:

Paul Stutzman
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
Telephone: 617.847.1500
Facsimile: 617.847.0931

3. Granite will bill customers directly. A copy of Granite's sample bill is attached as Exhibit H.

4. Granite's customer complaint procedures, termination policy and late charge policy are outlined in its proposed tariff attached hereto as Exhibit G.

5. Granite's customer deposit policy is outlined in its proposed tariff attached hereto as Exhibit G.

6. A copy of Granite's Small and Minority Owned Telecommunications Participation Plan is attached hereto as Exhibit I.

7. Granite's pre-filed testimony describing the services it plans to provide and summarizing its technical, managerial and financial qualifications is attached hereto as Exhibit J.

8. Granite's toll dialing parity plan is attached as Exhibit K.

9. Granite's statement regarding numbering issues as attached as **Exhibit L**.
10. Tennessee Specific Operational Issues are addressed at **Exhibit M**.
11. A certificate of service stating that notice of the application has been served on all eighteen (18) local exchange telephone companies in Tennessee is attached hereto.
12. Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Granite to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by Granite and indirectly, because Granite's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

V. Conclusion

For the foregoing reasons, Granite Telecommunications, LLC requests that the Tennessee Regulatory Authority approve its application for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange service and resold interexchange service in Tennessee.

Respectfully submitted,



April A. Ingram, BPR # 18052
BOULT, CUMMINGS, CONNERS & BERRY, PLC
414 Union Street, Suite 1600
Nashville, Tennessee 37219
(615) 252-2302 phone
(615) 252-6302 fax

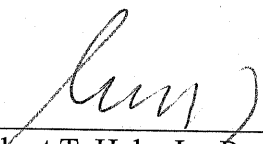
VERIFICATION

Commonwealth of Massachusetts)
) SS:
County of Norfolk)

I, Robert T. Hale, Jr, being first duly sworn, do hereby depose and state as follows:

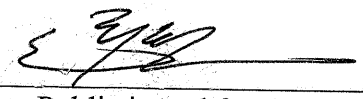
1. I am a member and President of Granite Telecommunications, LLC, and am authorized to make this verification on behalf of Granite;
2. I have read the foregoing Application and Exhibits and know the contents thereof.
3. The facts contained in the Application and Exhibits are true and correct to the best of my knowledge, information and belief;
4. Granite will operate in compliance with all applicable federal and state laws and all Federal Communications Commission and Tennessee Regulatory Authority rules and regulations.

Dated this 22nd day of JANUARY, 2004³.



Robert T. Hale, Jr., President
Granite Telecommunications, LLC

Subscribed and sworn to before me this 22nd day of JANUARY 2004³.



Notary Public in and for the Commonwealth
of Massachusetts, residing at
143 ARROWHEAD ROAD, MARLBOROUGH MA 02050

My Commission Expires: Garrett M. McGurrin
Notary Public
My Commission expires: Nov. 12, 2004

CERTIFICATE OF SERVICE

This is to certify that on January 27, 2003, a copy of the Application of Granite Telecommunications, LLC for a Certificate to Provide Competing Local Telecommunications Services and Interexchange Services, without exhibits, was sent via first class mail, postage prepaid to the attached service list.



April A. Ingram

BOULT, CUMMINGS, CONNERS & BERRY, PLC

**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS
CERTIFICATED IN TENNESSEE
(FACILITIES-BASED)**

1) ARDMORE TELEPHONE COMPANY, INC.

P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449
(205) 423-2131
(205) 423-2208 (Fax)

2) BELLSOUTH

333 Commerce Street
Nashville, TN 37201-3300
(615) 214-3800
(615) 214-8820 (Fax)

3) CENTURY TELEPHONE OF ADAMSVILLE

P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310
(901) 632-3311
(901) 632-0232 (Fax)

4) CENTURY TELEPHONE OF CLAIBORNE

P.O. Box 100
507 Main Street
New Tazewell, TN 37825
(423) 626-4242
(423) 626-5224 (Fax)

5) CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.

P.O. Box 782
5616 Main Street
Ooltewah, TN 37363
(423) 238-4102
(423) 238-5699 (Fax)

6) CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE

P.O. Box 770
300 Bland Street
Bluefield, WV 24701

7) CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE

P.O. Box 770
300 Bland Street
Bluefield, WV 24701

8) LORETTO TELEPHONE COMPANY, INC.

P.O. Box 130
Loretto, TN 38469
(931) 853-4351
(931) 853-4329 (Fax)

9) MILLINGTON TELEPHONE COMPANY, INC.

P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429
(901) 872-3311
(901) 873-0022 (Fax)

10) SPRINT-UNITED

112 Sixth Street
Bristol, TN 37620
(423) 968-8161
(423) 968-3148 (Fax)

11) TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.

P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610
(423) 966-5828
(423) 966-9000 (Fax)

12) TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY

P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552
(931) 535-2200
(931) 535-3309 (Fax)

13) TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.

P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009
(423) 671-4600
(423) 253-7080 (Fax)

14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY

P.O. Box 18139

Knoxville, TN 37928-2139

(423) 922-3535

(423) 922-9515 (Fax)

15) TEC-CROCKETT TELEPHONE COMPANY, INC.

P.O. Box 7

Friendship, TN 38034

(901) 677-8181

16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.

P.O. Box 310

Erin, TN 37061

(931) 289-4221

(931) 289-4220 (Fax)

17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.

P.O. Box 10

244 E. Main Street

Bradford, TN 38316

(901) 742-2211

(901) 742-2212 (Fax)

18) UNITED TELEPHONE COMPANY

P.O. Box 38

120 Taylor Street

Chapel Hill, TN 37034

(931) 364-2289

(931) 364-7202 (Fax)

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE APPLICATION
OF GRANITE TELECOMMUNICATIONS, LLC
FOR A CERTIFICATE TO PROVIDE
FACILITIES-BASED AND RESOLD LOCAL
TELECOMMUNICATION SERVICES AND
RESOLD INTEREXCHANGE SERVICES**

LIST OF EXHIBITS

EXHIBIT A	CERTIFICATE OF FORMATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	OPERATING AGREEMENT
EXHIBIT D	SENIOR MANAGEMENT EXPERIENCE
EXHIBIT E	FINANCIAL INFORMATION (FILED UNDER SEAL)
EXHIBIT F	CORPORATE SURETY BOND
EXHIBIT G	PROPOSED TARIFF
EXHIBIT H	SAMPLE BILL
EXHIBIT I	SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN
EXHIBIT J	PREFILED TESTIMONY
EXHIBIT K	TOLL DIALING PARITY PLAN
EXHIBIT L	STATEMENT REGARDING NUMBERING ISSUES
EXHIBIT M	TENNESSEE SPECIFIC OPERATIONAL ISSUES

EXHIBIT A

CERTIFICATE OF FORMATION
(Attached)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "GRANITE TELECOMMUNICATIONS, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF APRIL, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3509271 8100

020210189

AUTHENTICATION: 1700104

DATE: 04-03-02

5-02-202 1:03AM

FROM

P.6

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/01/2002
020210189 - 3509271

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- First: The name of the limited liability company is GRANITE TELECOMMUNICATIONS, LLC
- Second: The address of its registered office in the State of Delaware is 101 North Fairfield Drive in the City of Dover
The name of its Registered agent at such address is Corporate Systems Inc.
- Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) "~~The time and date on which the limited liability company is to dissolve is~~
_____."
- Fourth: (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of
GRANITE TELECOMMUNICATIONS, LLC this 1st day of April, 2002.

BY: 

Authorized Person(s)

NAME: Mark A. Tanner

Type or Print

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 08/08/02
REQUEST NUMBER: 4571-1081
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 08/08/02 1216
EFFECTIVE DATE/TIME: 08/08/02 1216
CONTROL NUMBER: 0431411

TO:
MILLER ISAR INC
7901 SKANSIE AVE
STE 240
GIG HARBOR, WA 98335

RE:
GRANITE TELECOMMUNICATIONS, LLC
APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
LIMITED LIABILITY COMPANY

ON DATE: 08/08/02

FROM:
MILLER ISAR REGULATION CONSULTANTS
3220 UDDENBERG LN
STE 4
GIG HARBOUR, WA 98335-0000

RECEIVED: FEES \$300.00 \$0.00
TOTAL PAYMENT RECEIVED: \$300.00

RECEIPT NUMBER: 00003127483
ACCOUNT NUMBER: 00369415



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

State of Tennessee



Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR
CERTIFICATE OF AUTHORITY

For Office Use Only

FILED

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of § 48-246-301 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:

1. The name of the Limited Liability Company is: Granite Telecommunications, LLC

If different, the name under which the certificate of authority is to be obtained is: _____

NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-207-101 of the Tennessee Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-207-101(d).

2. The state or country under whose law it is formed is: Delaware

3. The date of its organization is: April 1, 2002 (must be month, day and year)

4. The complete street address (including zip code) of its principal office is:

234 Copeland Street Quincy, MA 02169
Street City/State Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee:

1900 Church Street, Suite 400, Nashville, TN, County of Davidson 37203
Street City/State County Zip Code

The name of its registered agent at that office is: National Registered Agents, Inc.

6. The number of members at the date of filing Two

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) N/A

NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.

8-01-02
Signature Date

President / Member
Signer's Capacity

Granite Telecommunications, LLC
Name of Limited Liability Company

[Signature]
Signature

Robert T. Hale, Jr.
Name (typed or printed)

EXHIBIT C

OPERATING AGREEMENT
(Attached)

GRANITE TELECOMMUNICATIONS, LLC

OPERATING AGREEMENT

AGREEMENT dated as of this 24th day of **April, 2002**, among **ROBERT T. HALE**, of Westport, Massachusetts, and **ROBERT T. HALE, JR.**, of Hingham, Massachusetts (each hereinafter referred to individually, as a "Member," and collectively, together with all Persons subsequently serving as additional or substitute Members, as the "Members"). Except as otherwise provided, the capitalized terms used in this Agreement shall have the meanings set forth in Article X hereof.

WHEREAS, **GRANITE TELECOMMUNICATIONS, LLC** (the "LLC") has been formed as a limited liability company under the laws of the State of Delaware by the filing on **APRIL 1, 2002**, of the Certificate in the Office of the Secretary of State of the State of Delaware; and

WHEREAS, the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Organizational Powers

1.01 Organization. The Members shall file such certificates and documents as appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of any jurisdictions in which the LLC shall conduct business and shall continue to do so as long as the LLC conducts business therein. By the Approval of the Members, the LLC may establish places of business within and without the State of Delaware, as and when required by its business and in furtherance of its purposes set forth in Section 1.02 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. By the Approval of the Members, the LLC may from time to time change its name, its resident agent for service of process, the location of its registered office, the general character of its business and/or any other matter described in the Certificate. The Members shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

1.02 Purposes of the LLC. The general purposes of the LLC shall be to

- (a) operate and conduct telemarketing and telecommunications facilities, services, and operations, and related activities and businesses;
- (b) sell goods, wares, and merchandise;
- (c) engage in other business activities necessary to carry out the foregoing;
- (d) buy, sell, hold for investment, manage, lease, develop, improve, mortgage, or otherwise deal with real and personal property, as the LLC may now or hereafter acquire;
- (e) make investments of any kind or nature; and
- (f) engage in any other lawful business activity permitted under the Act.

1.03 Powers. Subject to all other provisions of this Agreement, in furtherance of the conduct of the business described in the Certificate, the LLC is hereby authorized:

- (a) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the LLC;
- (b) To invest and reinvest in securities or any property, real or personal, or any businesses, partnerships or joint ventures;
- (c) To construct, operate, maintain, finance and improve, and own, sell, convey, assign or lease any real estate and/or any personal property;
- (d) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;
- (e) To guarantee the repayment of the loans of other parties, and to secure the same by mortgage, pledge or other loan on any of the assets of the LLC;

- (f) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC;
- (g) To prepay, in whole or in part, refinance or modify any mortgage affecting any assets of the LLC;
- (h) To employ Persons, including Affiliated Persons and/or members of the Immediate Family, to provide advisory, administrative, professional and other services to the LLC, and to pay reasonable compensation for such services;
- (i) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of, the purposes of the LLC, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State of Delaware;
- (j) To sell, convey and assign any or all of the assets of the LLC in the ordinary course of business and to take all other appropriate actions in connection with the dissolution or liquidation of the LLC;
- (k) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including, but not limited to, any of the following:
 - (i) any and all agreements, certificates, instruments or documents required by any mortgagee from time to time in connection with the acquisition, ownership, development and operation of any of the assets of the LLC;
 - (ii) any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument purporting to convey or encumber any of the assets of the LLC;
 - (iii) any and all instruments or documents requisite to carrying out the intention and purpose of this Agreement, including, without limitation, the filing of all business certificates, all amendments thereto and documents deemed advisable by the Members in connection with

obtaining or maintaining any financing arrangements for any of the assets of the LLC;

- (iv) any and all agreements, contracts, documents, notes, certificates and instruments whatsoever involving the construction, development, management, maintenance and operation of any of the assets of the LLC; and
- (v) any and all operating agreements of limited liability companies, whether as a member or Member, joint venture, limited and general partnership agreements, guarantees, and contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC; and

- (l) To take any other action not prohibited under the Act or other applicable law.

1.04 Managers; Number; Designation; Tenure; Qualification. The LLC shall initially have **zero (0) Managers**. The Members, by the Consent of the Members, may at any time and from time to time:

- (a) increase or reduce the number of Managers;
- (b) designate any Person as a Manager; and
- (c) terminate a Manager's status as a Manager.

No Manager may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager except after sixty (60) days' notice to all Members.

ARTICLE II

Capital Contributions and Liability of Members

2.01 Capital Accounts. A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

2.02 Capital Contributions.

- (a) Initial Capital Contributions. The initial capital contributions ("Initial Capital Contributions") of the Members shall be in cash or in property with Gross Asset Values in the amounts set forth on Schedule I.
- (b) Obligation and Form of Contribution. Each Member shall contribute the full amount of his Initial Capital Contribution at the time of execution of this Agreement. Cash contributions may be paid by the delivery of cash or check to a bank, investment management or brokerage account designated by the Members.
- (c) Additional Capital Contributions. Any Member may from time to time tender additional Capital Contributions to the Members who, acting by Approval, shall be free to accept or to reject the same on behalf of the LLC. The Members are under no obligation to make equal Capital Contributions or any additional Capital Contributions whatsoever. Each time that the Members accept an additional Capital Contribution, the Capital Account of the Member making such contribution and the Proportionate Interests of all Members shall change accordingly as of a date convenient to the Members.

2.03 No Withdrawal of or Interest on Capital. No Member shall have the right to resign from the LLC and to receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his, her or its Capital Contribution or Capital Account, or any other distribution, except as specifically provided in this Agreement. No Member shall have any right to demand and receive property of the LLC in exchange for all or any portion of his, her or its Capital Contribution or Capital Account, except with the Approval of the Members or as provided in Section 4.02 upon dissolution and liquidation of the LLC. No interest or preferred return shall accrue or be paid on any Capital Contribution or Capital Account.

2.04 Managers as Members. Managers may hold interests in the LLC as Members, but no Manager is required to hold any such interest in order to serve as a Manager. It is specifically provided that any Manager, including a Manager who does not hold a membership interest in the LLC, has the authority to bind the LLC in the manner set forth in Section 5.02.

2.05 Liability of Members. No Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or under other applicable law. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

ARTICLE III

Additional Capital

3.01 Funding Capital Requirements.

- (a) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lender(s), including Managers and Members, and on such terms and conditions as are approved by the Members; provided, however, that no Manager or Member shall be entitled, obligated or required to make any loan to the LLC. No loan made to the LLC by any Manager or Member shall constitute a Capital Contribution to the LLC for any purpose.
- (b) No Manager or Member shall have any obligation to give notice of an existing or potential default of any obligation of the LLC to any of the Managers or Members, nor shall any Manager or Member be obligated to make any Capital Contributions or loans to the LLC, or otherwise supply or make available any funds to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

3.02 Third Party Liabilities. The provisions of this Article III are not intended to be for the benefit of any creditor or other Person (other than a Member in his, her or its capacity as a Member) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members. Moreover, notwithstanding anything contained in this Agreement, including specifically, but without limitation, this Article III, no such creditor or other Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member.

ARTICLE IV

Distributions; Profits and Losses

4.01 Distribution of LLC Funds. Except as provided in Section 4.02, Section 4.09, and Section 4.10, the LLC may make cash and property distributions to the Members in such amounts and proportions as may be determined by Approval of the Members from time to time; provided, however, that this provision shall not be interpreted to require the Members to make any such distribution.

4.02 Distribution Upon Dissolution. Proceeds from a Terminating Capital Transaction and amounts available upon dissolution, and after payment of, or adequate provision for, the debts and obligations of the LLC, shall be distributed and applied in the following priority:

- (a) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by Approval of the Members, provided that, upon the expiration of such period of time as the Members by Approval shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section; and
- (b) Second, to the Members, an amount sufficient to reduce the Members' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (i) all other LLC transactions (distributions and allocations of Profits and Losses and items of income, gain, deduction and loss) and (ii) such Terminating Capital Transaction).

4.03 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their respective fair market value as determined by Approval of the Members. Any Member entitled to any interest in such assets shall, unless otherwise determined by Approval of the Members, receive separate assets of the LLC and not an interest as tenant-in-common with other Members so entitled, in each asset being distributed.

4.04 Allocation of Profits and Losses. After giving effect to the allocations set forth in Sections 4.05 and 4.06 which affect the Members' distributive shares, Profits and Losses shall be allocated among the Members in proportion to their respective Proportionate Interests.

4.05 Required Regulatory Allocations.

- (a) Limitation on and Reallocation of Losses. At no time shall any allocations of Losses, or any item of loss or deduction, be made to a Member if and to the extent such allocation would cause such Member to have, or would increase the deficit in, any Adjusted Capital Account Deficit of such Member at the end of any fiscal year. To the extent any Losses or items are not allocated to one or more Members pursuant to the preceding sentence, such Losses shall be allocated to the Members to which such losses or items may be allocated without violation of this Section 4.05(a).
- (b) Minimum Gain Chargeback. If there is a net decrease in the Minimum Gain of the LLC during any fiscal year, then items of income or gain of the LLC for such fiscal year (and, if necessary, subsequent fiscal years) shall be allocated to each Member in an amount equal to such Member's share of the net decrease in the Minimum Gain, determined in accordance with Regulations Section 1.704-2(d)(1). A Member's share of the net decrease in the Minimum Gain of the LLC shall be determined in accordance with Regulations Section 1.704-2(g). The items of income and gain to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(2)(i).
- (c) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year or other period (not including any Member Nonrecourse Deductions allocated pursuant to Section 4.05(d)) shall be allocated among the Members in proportion to their respective Proportionate Interests. Solely for purposes of determining each Member's proportionate share of the "excess nonrecourse liabilities" of the LLC, within the meaning of Regulations Section 1.752-3(a)(3), each Member's interest in LLC Profits shall be equal to his, her or its Proportionate Interest. The items of losses, deductions and Code Section 705(a)(2)(B) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).
- (d) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who bears the economic risk of loss with respect to the nonrecourse liability, as determined and defined under Regulations Section 1.704-2(b)(4) to which such Member

Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1). The items of losses, deductions and Code Section 705(a)(2)(b) expenditures to be so allocated shall be determined in accordance with Regulations Section 1.704-2(j)(1)(ii).

- (e) Member Minimum Gain Chargeback. Notwithstanding any contrary provisions of this Article IV, other than Section 4.05(b) above, if there is a net decrease in Member Minimum Gain attributable to Member Nonrecourse Debt during any fiscal year, then each Member who has a share of such Member Minimum Gain, determined in accordance with Regulations Section 1.704-2(i), shall be allocated items of income and gain of the LLC, determined in accordance with Regulations Section 1.704-2(j)(2)(ii), for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to each such Member's share of the net decrease in such Member Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(3) and 2(i)(5).
- (f) Qualified Income Offset. If any Member unexpectedly receives an item described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be allocated to each such Member in an amount and manner sufficient to eliminate, as quickly as possible and to the extent required by Regulations Section 1.704-1(b)(2)(ii)(d), the Adjusted Capital Account Deficit of such Member, provided that an allocation pursuant to this Section 4.05(f) shall only be made if and to the extent that such Member would have an Adjusted Capital Account Deficit after accounting for all other allocations provided for in this Article IV other than that described in this Section 4.05(f).
- (g) Basis Adjustment. To the extent an adjustment to the adjusted tax basis of any LLC asset pursuant to either of Code Sections 734(b) or 743(b) is required to be taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to said Section of the Regulations.

- (h) Gross Income Allocation. If at the end of any LLC fiscal year any Member has a Capital Account deficit which is in excess of the sum of the items to be credited to a Member's Capital Account under clause (a) of the definition of Adjusted Capital Account Deficit, then each such Member shall be allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.05(h) shall only be made if and to the extent that such Member would have a Capital Account deficit in excess of such sum after accounting for all other allocations provided for in this Article IV other than that described in this Section 4.05(h). As among Members having such excess if there are not sufficient items of income and gain to eliminate all such excess, such allocations shall be made in proportion to the amount of each Member's respective excess.

4.06 Curative Allocations. The allocations set forth in Section 4.05 are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2 and shall be interpreted consistently therewith. Such allocations may not be consistent with the manner in which the Members intend to divide LLC distributions and to make Profit and Loss allocations. Accordingly, by the Approval of the Members, after effecting the allocations required pursuant to Section 4.05, other allocations of Profits, Losses and items thereof shall be divided among the Members so as to prevent the allocations in Section 4.05 from distorting the manner in which LLC distributions will be divided among the Members pursuant to Sections 4.01 and 4.02 hereof. In general, the Members anticipate that this will be accomplished by specifically allocating other Profits, Losses and items of income, gain, loss and deduction among the Members so that the net amount of allocations under Section 4.05 and allocations under this Section 4.06 to each such Member is zero. However, the Members shall have discretion to accomplish this result in any reasonable manner.

4.07 Tax Allocations and Book Allocations.

- (a) Except as otherwise provided in this Section 4.07, for federal income tax purposes, each item of income, gain, loss and deduction shall, to the extent appropriate, be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction has been allocated pursuant to the other provisions of this Article IV.
- (b) In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain and loss, as determined for tax purposes, with respect to any property

whose Book Value differs from its adjusted basis for federal income tax purposes shall, for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its Book Value, such allocation to be made by Approval of the Members in any manner which is permissible under said Code Section 704(c) and the Regulations thereunder and the Regulations under Code Section 704(b).

- (c) In the event the Book Value of any property of the LLC is subsequently adjusted, subsequent allocations of income, gain, loss and deduction with respect to any such property shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its respective Book Value in the manner provided under Section 704(c) of the Code and the Regulations thereunder.
- (d) Allocations pursuant to this Section 4.07 are solely for federal, state, and local income tax purposes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4.08 General Allocation and Distribution Rules.

- (a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by Approval of the Members using any permissible method under Code Section 706 and the Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, gain, loss, and deduction shall be allocated among the Members in the same proportions as the allocations of Profits or Losses for the fiscal year in which such items are to be allocated.
- (b) Upon the admission of a new Member or the Transfer of an interest, the new and old Members or the transferor and transferee shall be allocated shares of Profits and Losses and other allocations and shall receive distributions, if any, based on the portion of the fiscal year that the new or transferred LLC interest was held by the new and old Members, or the transferor and transferee, respectively. For the purpose of allocating Profits and Losses and other allocations and distributions, (i)

such admission or Transfer shall be deemed to have occurred on the first day of the month in which it occurs, or if such date shall not be permitted for allocation purposes under the Code or the Regulations, on the nearest date otherwise permitted under the Code or the Regulations, and (ii) if required by the Code or the Regulations, the LLC shall close its books on an interim basis on the last day of the previous calendar month.

4.09 Tax Withholding. If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member, and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 4.09 shall be repaid by such Member to the LLC within thirty (30) days after the Members, acting by Approval, give notice to such Member making demand therefor. Any amounts so advanced and not timely repaid by such Member shall bear interest, commencing on the expiration of said 30-day period, compounded monthly on unpaid balances, at an annual rate equal to the lowest Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts so advanced from any LLC distributions that would otherwise be made to such Member.

4.10 Distributions to Cover Members' Tax Liabilities. The Members shall, at a minimum, distribute annually to Members amounts intended to cover the potential federal, state or local tax obligations of such Members on account of the cumulative allocation to them of taxable income in excess of tax losses pursuant to this Agreement. For purposes of the foregoing, such federal, state and local tax obligations of each Member shall be assumed to equal the highest effective combined federal and state income tax rate applicable to any Member multiplied by the product of (a) each Member's Proportionate Interest and (b) the cumulative allocation to all Members of taxable income in excess of tax losses determined as described in the definition of Profits and Losses without the adjustments listed therein, with the result reduced by the cumulative amount, if any, previously distributed in the same year pursuant to this Section. Distributions made to the Members pursuant to this Section shall be made in proportion to their respective amounts calculated under the previous sentence. For purposes of applying Sections 4.01 to subsequent distributions to the Members, distributions made pursuant to this Section shall be disregarded and shall not be deemed to have been made pursuant to Section 4.01.

ARTICLE V

Management

5.01 Management of the LLC. The overall management and control of the business and affairs of the LLC shall be vested in the Members, acting by approval of the Members. All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Members, and the Managers, if any, shall have no voting rights except as specifically provided in this Agreement. Each Member shall devote, and shall cause its officers and directors, if applicable, to devote, such time to the affairs of the LLC as is reasonably necessary for performance by such Member of his, her or its duties, provided such Persons shall not be required to devote full time to such affairs. The Members shall have the right and power to manage, operate, and control the LLC, to do all things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

- (a) To manage the business of the LLC, including through Persons employed by the LLC for such purpose;
- (b) To execute, deliver, make, modify or amend such documents and instruments in the name of the LLC, as the Members acting by Approval may deem necessary or desirable in connection with the management of the business of the LLC or for the purposes of the LLC;
- (c) To acquire, sell, transfer, assign, finance, convey, lease, mortgage or otherwise dispose of all or any part of the business of the LLC and/or all or any part of the assets of the LLC;
- (d) To borrow money and otherwise obtain credit and other financial accommodations;
- (e) To perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;

- (f) To employ, engage, retain or deal with any Persons to act as employees, agents, brokers, accountants, lawyers or in such other capacity as the Members, acting by Approval may deem necessary or desirable;
- (g) To appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Members, acting by Approval, shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;
- (h) To adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;
- (i) To acquire and enter into any contract of insurance necessary or proper for the protection of the LLC and/or any Member and/or any Member and/or any officers and/or directors of a Member, including without limitation to provide the indemnity described in Section 5.05 or any portion thereof;
- (j) With the Consent of the Members, to adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets;
- (k) To make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;
- (l) To establish a record date for any distribution to be made under Article IV; and
- (m) To perform any other act which the Members, acting by Approval, may deem necessary or desirable for the LLC or its business.

5.02 Binding the LLC. Any action taken by a Member, as a Member of the LLC with the Approval of the Members shall bind the LLC and any other Members and shall be deemed to be the action of the LLC and of any other Members. The signature of any one (1) or more Member on any agreement, contract, instrument

or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Member and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

5.03 Compensation of Managers and Members. No payment shall be made by the LLC to any Manager or Member for such Manager's or Member's services as a Manager or Member except as provided in this Agreement. Each Manager or Member shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager or Member in managing and conducting the business and affairs of the LLC. The Members, acting by Approval, shall determine which expenses, if any, are allocable to the LLC in a manner which is fair and reasonable to the Members and the LLC, and if such allocation is made in good faith it shall be conclusive in the absence of manifest error.

5.04 Contracts with Affiliated Persons; Immediate Family Members. With the Approval of the Members, the LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Manager, Member, Affiliated Person or member of the Immediate Family, and may pay compensation thereunder for such goods, services or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

5.05 Indemnification. Each Member, and the officers, directors and shareholders of any Member which is a corporation in accordance with applicable law and the articles of organization, by-laws and other governing documents of such corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them, by this Agreement, and/or for any act omitted to be performed except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a Member, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the Member to any liability to the Members except for gross negligence or willful misconduct.

5.06 Other Activities. The Managers, Members and any Affiliates of any of them may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as Members and general partners of other limited liability companies and partnerships with purposes similar to those of the LLC. Neither the

LLC nor any other Manager or Member shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

ARTICLE VI

Fiscal Matters

6.01 **Books and Records.** The Members shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at an office of the LLC for examination and copying by any Manager or Member, or his, her or its duly authorized representative, at his reasonable request and at his expense during ordinary business hours. A current list of the full name and last known address of each Manager and Member, a copy of this Agreement, any amendments thereto and the Certificate, including all certificates of amendment thereto, executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed, copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC required by Section 5 of the Act. Within one hundred and twenty (120) days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his, her or its own expense, cause an audit or review of the LLC books to be made by a certified public accountant of his, her or its own selection.

6.02 **Bank Accounts.** Bank accounts and/or other accounts of the LLC shall be maintained in such banking and/or other financial institution(s) as shall be selected by the Approval of the Members, and withdrawals shall be made and other activity conducted on such signature or signatures as determined by the Approval of the Members.

6.03 **Fiscal Year.** The fiscal year of the LLC shall end on December 31 of each year.

6.04 Tax Matters Partner. **ROBERT T. HALE, SR.** is hereby designated as the LLC's Tax Matters Partner within the meaning of Section 6231(a) (7) of the Code.

6.05 Section 754 Election. Upon the request of any Member or any successor in interest of a Member, the LLC shall file an election under Section 754 of the Code, permitting an adjustment to basis under Section 743 and/or Section 731 of the Code, or any successor provisions thereto.

ARTICLE VII

Transfer of Interests

7.01 General Restrictions on Transfer

- (a) No Member shall pledge, cause a lien to be placed against, encumber or Transfer all or any part of his, her or its interest as a Member of the LLC or otherwise withdraw from the LLC except as provided in Section 7.02 or with the Approval of the Members, which may be withheld for any reason or for no reason.
- (b) Every Transfer of an interest as a Member of the LLC permitted by this Article VII, including without limitation Transfers permitted by Sections 7.01(a) and 7.02, shall nevertheless be subject to the following:
 - (i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer.
 - (ii) Notwithstanding anything contained herein to the contrary, no interest as a Member of the LLC shall be Transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such Transfer would have any other substantial adverse effect for federal income tax purposes.
 - (iii) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of

the instrument effecting such Transfer. The transferee shall execute such additional instruments as shall be reasonably required by the LLC. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose.

- (iv) Upon the admission or withdrawal of a Member, this Agreement (including without limitation Schedule I hereto) and/or the Certificate shall be amended appropriately to reflect the then existing names and addresses of the Members and their respective Proportionate Interests.
- (c) Any Person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 7.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the terms, conditions, and obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.
- (d) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be, or be treated as, or deemed to be, a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed by the Members that damages at law would be an inadequate remedy for a breach or threatened breach or other violation of the provisions concerning such transactions set forth in this Agreement.

7.02 Permitted Transfers. The following Transfers shall be permitted without the Approval of the Members otherwise required under Section 7.01(a)

above, but such permitted Transfers shall in any event be subject to Sections 7.01(b)-(d) hereof:

- (a) An interest as a Member of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.
- (b) An interest as a Member of the LLC may be Transferred from time to time to any Legal Representative(s) and/or Affiliate(s) and/or member(s) of the Immediate Family.

ARTICLE VIII

Dissolution and Termination

8.01 Events Causing Dissolution. The existence of the LLC shall be perpetual. Notwithstanding the provisions of the immediately preceding sentence, LLC shall be dissolved and its affairs wound up upon:

- (a) The sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and, by Approval of the Members, a determination is made not to distribute any such non-cash items to the Members;
- (b) The election for any reason to dissolve the LLC made in writing by the Approval of the Members;
- (c) Any consolidation or merger of the LLC with or into any entity unless the LLC is the resulting or surviving entity; or
- (d) The entry of a decree of judicial dissolution.

If the Members do not elect to dissolve the LLC within ninety (90) days after the death, insanity, Bankruptcy, retirement, resignation or expulsion of any Member of the LLC, then the LLC shall not be dissolved by reason of such event and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the State of Delaware.

8.02 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall

not terminate until the Certificate shall be cancelled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Members acting by Approval, or if none, a liquidator elected by the Consent of the Members shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02, and cause the cancellation of the Certificate.

ARTICLE IX

General Provisions

9.01 Notices. Any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

9.02 Word Meanings. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. All section references, except as otherwise provided herein, are to sections of this Agreement.

9.03 Binding Provisions. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

9.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, including the Act, as interpreted by the courts of the State of Delaware, notwithstanding any rules regarding choice of law to the contrary.

9.05 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

9.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

9.07 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

9.08 Amendments. Except as otherwise specifically provided herein, this Agreement may be amended or modified only with the Approval of the Members and the Consent of the Members. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of Members, with the Approval of the Members and the Consent of the Members. No member shall have any preemptive, preferential or other right with respect to the issuance or sale of any Member interests or any warrants, subscriptions, options or other rights with respect thereto.

9.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

9.10 Waiver of Partition. Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his, her or its successors and assigns) accepts the provisions of the Agreement as his, her or its sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale or other liquidation with respect to his, her or its interest, in or with respect to, any assets or properties of the LLC; and each Member agrees that he, she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

9.11 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Section 2.05 and 5.05. The Members agree that such provisions

of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such document specifically provides for nonsurvival by reference to this Section 9.11 and to the specific provisions hereof which are intended not to survive.

ARTICLE X

Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"Act" shall mean the Delaware Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the Office of the Secretary of State of the State of Delaware, and as thereafter amended from time to time.

"Adjusted Capital Account Deficit" shall mean with respect to any Member, the deficit balance, if any, in such Member's aggregate Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

- (a) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and
- (b) Debit to such Capital Account the items described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Adjusted Capital Contribution" shall mean a Member's aggregate Capital Contribution to the LLC reduced by all distributions made to such Member under Article IV.

"Affiliated Person" or "Affiliate" shall mean , with reference to a specified Person, (a) any Person who owns directly or indirectly ten percent (10%) or more of the beneficial ownership in such Person, (b) any one or more Legal Representatives of such Person and/or any Persons referred to in the preceding

clause (a); and (c) any entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (a) and (b) owns directly or indirectly ten percent (10%) or more of the beneficial ownership.

"Agreement" shall mean this operating agreement as it may be amended, supplemented, or restated from time to time.

"Applicable Federal Rate" shall mean the Applicable Federal Rate as that term is defined in Code Section 1274(d)(1), whether the short-term, mid-term or long-term rate, as the case may be, as published from time to time by the Secretary of the Treasury.

"Approval" or "Approval of the Members" or "Approved" and any grammatical variation thereof (including, "acting by Approval"), shall mean the written consent or approval of the sole Member, if there is only one Person serving as Member, or, if there is more than one Person serving as Member, then, the written consent or approval of a majority of the Members.

"Bankruptcy" shall mean any of the following:

- (a) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree); or
- (b) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the

present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

- (c) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Book Value" shall mean with respect to any asset of the LLC, such asset's adjusted basis for federal income tax purposes, except that:

- (a) The initial Book Value of any asset contributed by a Member of the LLC shall be the gross fair market value of such asset (not reduced for any liabilities to which it is subject or which the LLC assumes), as such value is determined and for which credit is given to the contributing Member under this Agreement;
- (b) The Book Values of all assets of the LLC shall be adjusted to equate their respective gross fair market values, as determined by Approval of the Members, at and as of the following times:
 - (i) The acquisition of an additional or new interest in the LLC by a new or existing Member in exchange for other than a de minimis capital contribution by such Member, if the Members acting by Approval reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;
 - (ii) The distribution by the LLC to a Member of more than a de minimis amount of any asset of the LLC (including cash or cash equivalents) as consideration for all or any portion of an interest in the LLC, if the Members acting by

Approval reasonably determine that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members;

- (iii) The liquidation of the LLC within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); and
- (c) The Book Value of the assets of the LLC shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) or Section 743(b) of the Code, but only to the extent such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Book Value shall not be adjusted pursuant to this clause (c) to the extent that the Members, acting by Approval, determine that an adjustment pursuant to clause (b) hereof is necessary or appropriate in connection with the transaction that would otherwise result in an adjustment pursuant to this clause (c).

If the Book Value of an asset has been determined or adjusted pursuant to the preceding clauses (a), (b) or (c), such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits or Losses.

"Capital Account" shall mean, with respect to any Member as of any date, the amount of the Member's paid-in capital contributions, thereafter increased by (i) any cash contributions, (ii) the Gross Asset Value of any property contributions he may make (net of liabilities secured by the property assumed by the LLC or subject to which such contributed property is taken), (iii) such Member's allocable share of Profits and items in the nature of income and gain of the LLC (including tax-exempt income), and (iv) the amount of any LLC liabilities that are assumed by such Member or that are secured by any LLC properties distributed to such Member, and decreased by (v) such Member's allocable share of Losses and items in the nature of losses and deductions of the LLC, (vi) cash distributed by the LLC to such Member, (vii) the Gross Asset Value of any LLC property distributed to such Member (net of liabilities secured by such property and assumed by such Member or subject to which such distributed property is taken), (viii) the amount of any liabilities of such Member that are assumed by the LLC or are secured by any properties contributed by such Member to the LLC, and (ix) expenditures of the LLC not deductible in computing its taxable income (such as syndication expenses, if any) and reductions in the basis of LLC assets not otherwise taken into account (such as the reduction in basis provided by Section 48(q) of the Code). Notwithstanding the preceding, it is expressly provided that each Member's Capital Account shall be maintained and adjusted in accordance with (A) the Code and the

Regulations, including the Regulations under Section 704(b) and (c) of the Code, and (B) the provisions of this Agreement.

"Capital Contribution" shall mean the amount of cash and the value of any other property contributed to the LLC by a Member.

"Certificate" shall mean the Certificate of Formation creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Consent" shall mean the written consent or approval of more than fifty percent (50%) in interest, based on Proportionate Interests held as Members at such time, of those Members entitled to participate in giving such Consent, and if more than one class of Members is so entitled then more than fifty percent (50%) shall be so required with respect to each such class.

"Depreciation" shall mean for each year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same relationship to the Book Value of such asset as the depreciation, amortization or other cost recovery deduction computed for tax purposes with respect to such asset for such period bears to the adjusted tax basis for such asset, or if such asset has a zero adjusted tax basis, Depreciation shall be determined with reference to the initial Book Value of such asset using any reasonable method selected by Approval of the Members, but not less than depreciation allowable for tax purposes for such year.

"Gross Asset Value" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

- (a) The initial Gross Asset Value of any asset contributed by a Member to the LLC shall be the gross fair market value of such asset, as determined with the Approval of the Members;
- (b) The Gross Asset Values of all LLC assets shall be adjusted to equal their respective gross fair market values, as determined with the Approval of the Members, as of the following times: (i) the acquisition of an additional interest in the LLC by any new or existing Member in exchange for more than a nominal Capital Contribution; and (ii) the distribution by the LLC to a Member of

more than a nominal amount of LLC property other than money, unless all Members receive simultaneous distributions of undivided interests in the distributed property in proportion to their Proportionate Interests; and

- (c) If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraphs (a) or (b) above, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing profits and losses.

Notwithstanding any other provision herein, it is expressly provided that, if the Gross Asset Values of the LLC assets are adjusted pursuant to the preceding subparagraph (b), the Capital Accounts and the Proportionate Interests of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment as of the LLC recognized gain or loss equal to the amount of such aggregate net adjustment.

"Immediate Family" shall mean one or more of the following individuals, trusts or entities:

- (a) The spouse of any Member;
- (b) The issue of any Member, whether by adoption or natural;
- (c) a trust for the benefit of one or more individuals referred to in the preceding subclauses of this sentence;
- (d) a qualified terminable interest trust established for the benefit of the spouse of any individual referred to in the preceding subclauses of this sentence; and
- (e) an entity owned or controlled by one or more individuals or trusts referred to in the preceding subclauses of this sentence.

"LLC" shall mean the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

"Legal Representative" shall mean with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death, minority or incompetency of such individual.

"Losses" shall have the meaning provided below under the heading "Profits and Losses."

"Member" shall refer to each Person named as a Member in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the Persons named as Members in this Agreement and any Person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC.

"Member Minimum Gain" shall mean, "partner nonrecourse debt minimum gain" as that term is defined in Regulations Section 1.704-2(i)(2).

"Member Nonrecourse Debt" shall mean "partner nonrecourse debt" or "partner nonrecourse liability" as these terms are defined in Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Deductions" shall mean "partner nonrecourse deductions" as that term is defined in Regulations Section 1.704-2(i)(1).

"Minimum Gain" shall have the meaning given in Regulations Section 1.704-2(d).

"Person" shall mean any natural person, partnership (whether general or limited), limited liability company, trust, estate, association or corporation.

"Profits and Losses" shall mean for each year or other period, an amount equal to the LLC's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

- (a) Any income of the LLC that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this provision shall be added to such taxable income or loss;
- (b) Any expenditures of the LLC described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in

computing Profits or Losses pursuant to this provision, shall be subtracted from such taxable income or added to such loss;

- (c) Gain or loss from a disposition of property of the LLC with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of such property, rather than its adjusted tax basis;
- (d) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account the Depreciation on the assets for such fiscal year or other period; and
- (e) Any items which are separately allocated pursuant to Sections 4.06 and/or 4.07 which otherwise would have been taken into account in calculating Profits and Losses pursuant to the above provisions shall not be taken into account and, as the case may be, shall be added to or deducted from such amounts so as to be not part of the calculation of the Profits or Losses.

If the LLC's taxable income or loss for such year, as adjusted in the manner provided above, is a positive amount, such amount shall be the LLC's Profits for such year; and if negative, such amount shall be the LLC's Losses for such year.

"Proportionate Interest" shall mean the proportion of (i) a Member's Capital Account to (ii) the aggregate value of all Members' Capital Accounts, all as adjusted from time to time in accordance with the provisions of this Agreement.

"Regulations" shall mean the Regulations promulgated under the Code, and any successor provisions to such Regulations, as such Regulations may be amended from time to time.

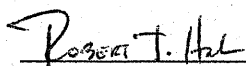
"Terminating Capital Transaction" shall mean a sale or other disposition of all or substantially all of the assets of the LLC.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation and dissolution.

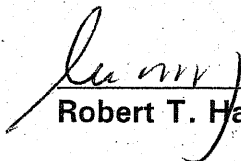
The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement under seal as of the day and year first above written.

GRANITE TELECOMMUNICATIONS, LLC



Robert T. Hale, Member



Robert T. Hale, Jr., Member

**SCHEDULE I
TO
OPERATING AGREEMENT
OF
GRANITE TELECOMMUNICATIONS, LLC**

**NAMES AND
ADDRESSES
OF MEMBERS**

**INITIAL
CAPITAL
CONTRIBUTIONS**

**INITIAL
PROPORTIONATE
INTERESTS**

ROBERT T. HALE
440 River Road
Westport, MA 02790

50%

ROBERT T. HALE, JR.
8 Olmsted Drive
Hingham, MA 02043

50%

EXHIBIT D

SENIOR MANAGEMENT EXPERIENCE
(Attached)

Robert Hale Jr., President/Chief Executive Officer

Business Address: 234 Copeland Street, Quincy, MA 02169
Business Phone Number (617) 847-1500

Robert Hale, Jr. is the co-founder, president, and chief executive officer of Granite Telecommunications, LLC. Mr. Hale gained previous experience in telecommunications sales through his positions at MCI, US Telecenters (a reseller of NYNEX) and Network Plus, Inc. before he co-founded Granite Telecommunications. Rob has been recognized by industry publications for his leadership in new technologies and was named to the Top 30 of the Most Influential People in Telecom by Phone + Magazine in November 1999. Rob is also very actively involved with the Big Brother Foundation and Make-A-Wish Foundation of Greater Boston.

Robert Hale, Sr., Chairman of the Board

Business Address: 234 Copeland Street, Quincy, MA 02169
Business Phone Number: (617) 847-1500

Robert Hale, Sr. has over thirty-five years of experience in telecommunications, domestics, and importing industries. Prior to co-founding Granite Telecommunications, LLC, Mr. Hale co-founded Network Plus, Inc. and served as its Chairman of the Board of Directors from 1990 to 2002. He is a founding member of the Telecommunications Resellers Association, now known as the Association of Communications Enterprises, served as chairman of its Carrier Committee, since 1993, and served as chairman of its board from 1995 to 1997. Mr. Hale was president of Hampshire Imports, the original importer of Laura Ashley Women's Wear to the US and a manufacturer of exclusive women's apparel, from 1968 to 1992.

Rand Currier, Vice President, Operations

Business Address: 234 Copeland Street, Quincy, MA 02169
Business Phone Number: (617) 847-1500

Rand Currier has over fifteen years experience in telecommunications. Mr. Currier previously worked at Network Plus, Inc. from 1998 to 2002, ending his tenure as Senior Vice President of Operations and Wholesale. Rand was with Sprint International/Global One from 1988 to 1998 directing project management teams on Asia/Pacific ventures and large USA projects. Mr. Currier holds an M.B.A degree in finance and international business from The American University and a B.S. degree from HLC, both with Honors.

Geoff Cookman, Director, Regulatory Affairs and Carrier Relations

Business Address: 234 Copeland Street, Quincy, MA 02169
Business Phone Number: (617) 847-1500

Geoff Cookman has 10 years of experience in the competitive communications industry. Mr. Cookman most recently served as the Director of Cost of Access for Network Plus, Inc. Mr. Cookman's areas of experience include, Access Cost Management, Contract Negotiation and Carrier Relations, Network Planning and Engineering, Network Maintenance and Repair, State and Federal Regulatory Affairs, Pricing and Product Management, Sales and Customer Support, DMS Switch Engineering and Translations, Communications Taxes and Credit/Collections Management. Mr. Cookman holds a B.S. degree from Norwich University.

EXHIBIT E

FINANCIAL INFORMATION
(Confidential; Filed Separately Under Seal)

EXHIBIT F

CORPORATE SURETY BOND
(Attached)

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

BOND # 3S 104 967-00

WHEREAS, GRANITE TELECOMMUNICATIONS, LLC (the "Principal") has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, LUMBERMENS MUTUAL CASUALTY COMPANY
(the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE of TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

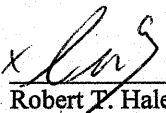
This bond shall become effective on the 4TH day of Dec., 2002, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Granite Telecommunications, LLC

Company ID # as assigned by TRA

Signature of Principal:


Robert T. Hale, Jr., President

SURETY

LUMBERMENS MUTUAL CASUALTY COMPANY

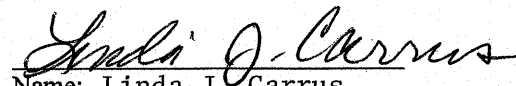
Name of Surety

4 Batterymarch Park, Ste. 300

Quincy, MA 02169

Address of Surety

SIGNATURE OF SURETY AGENT:


Name: Linda J. Carrus
Title: Attorney-in-Fact

Address of Surety Agent:

4 Batterymarch Park, Ste 300

Quincy, MA 02169

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGEMENT OF PRINCIPAL

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF NORFOLK

Before me, a Notary Public of the State and County aforesaid, personally appeared Robert T. Hale, Jr. with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of Granite Telecommunications, and he acknowledged to me that he executed the same.

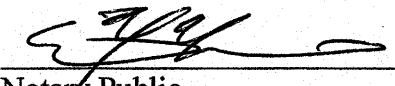
WITNESS my hand and seal this 4th day of December, 2002.

My Commission Expires:

Garrett M. McGurnin

Notary Public

My Commission expires: Nov. 12, 2004


Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF Massachusetts
COUNTY OF Plymouth

Before me, a Notary Public of the State and County aforesaid, personally appeared Linda J. Carrus with whom I am personally acquainted and who, upon oath, acknowledged him/herself to be the individual who executed the foregoing bond on behalf of LUMBERMENS MUTUAL CAS., the within named Surety, a Company licensed to do business in the State of Tennessee, and authorized by the State of Illinois to engage in the surety business, and that he/she as such individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by him/herself and as such individual.

WITNESS my hand and seal this 3rd day of Dec, 2002.

My Commission Expires:

7/10/2003


Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this _____ day of _____, 2002.

Name

Title

POWER OF ATTORNEY

Know All Men By These Presents:

That the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, corporations organized and existing under the laws of the State of Illinois, having their principal office in Long Grove, Illinois (hereinafter collectively referred to as the "Company") do hereby appoint

Clara Lodge , Edward J. Lechak , David N. Clinton , Linda J. Carrus of BRAINTREE , MA (EACH)

their true and lawful agent(s) and Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as their act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver any bond or undertaking which guarantees the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

This appointment may be revoked at any time by the Company.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal office in Long Grove, Illinois.

This Power of Attorney is executed by authority of resolutions adopted by the Executive Committees of the Boards of Directors of the Company on February 23, 1988 at Chicago, Illinois, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

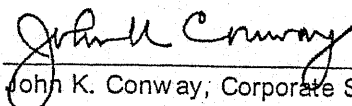
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the Executive Committee of the Boards of Directors of the Company at a meeting duly called and held on the 23rd day of February, 1988:

"VOTED, That the signature of the Chairman of the Board, the President, any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to resolution adopted by the Executive Committee of the Board of Directors on February 23, 1988 and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company."

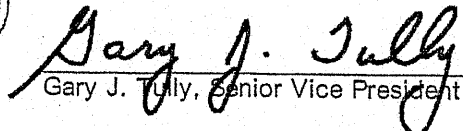
In Testimony Whereof, the Company has caused this instrument to be signed and their corporate seals to be affixed by their authorized officers, this October 23, 2001.

Attested and Certified:

Lumbermens Mutual Casualty Company
American Motorists Insurance Company
American Manufacturers Mutual Insurance Company


John K. Conway, Corporate Secretary

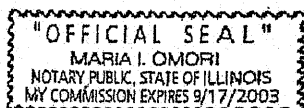


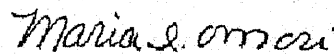

Gary J. Tully, Senior Vice President

STATE OF ILLINOIS SS

COUNTY OF LAKE SS

I, Maria I. Omori, a Notary Public, do hereby certify that Gary J. Tully and John K. Conway personally known to me to be the same persons whose names are respectively as Senior Vice President and Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, Corporations organized and existing under the laws of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seals and delivered the said instrument as the free and voluntary act of said corporations and as their own free and voluntary acts for the uses and purposes therein set forth.





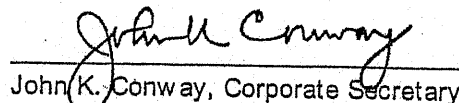
Maria I. Omori, Notary Public
My commission expires 9-17-03

CERTIFICATION

I, J. K. Conway, Corporate Secretary of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company, do hereby certify that the attached Power of Attorney dated October 23, 2001 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Gary J. Tully, who executed the Power of Attorney as Senior Vice President, was on the date of execution of the attached Power of Attorney the duly elected Senior Vice President of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Lumbermens Mutual Casualty Company, the American Motorists Insurance Company, and the American Manufacturers Mutual Insurance Company on this 3rd day of December, 20 02.




John K. Conway, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

EXHIBIT G

PROPOSED TARIFF
(Attached)

TARIFF APPLICABLE TO
LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

PROVIDED BY

Granite Telecommunications, LLC

234 Copeland Street, Quincy, Massachusetts 02169

This tariff contains the descriptions, regulations and rates applicable to the furnishing of local exchange and interexchange telecommunications services provided by Granite Telecommunications, LLC. ("Company") within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority ("Authority"). Copies may be inspected during normal business hours at the Company's principal place of business: 234 Copeland Street, Quincy, Massachusetts 02169.

Issued:
Issued By:

Robert T. Hale, Jr.
Granite Telecommunications, LLC
234 Copeland Street
Quincy, Massachusetts 02169
(617) 847-1500

Effective Date:

CHECK SHEET

The Title Sheet and Sheets 1 through 148 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original	31	Original
1	Original	32	Original
2	Original	33	Original
3	Original	34	Original
4	Original	35	Original
5	Original	36	Original
6	Original	37	Original
7	Original	38	Original
8	Original	39	Original
9	Original	40	Original
10	Original	41	Original
11	Original	42	Original
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19	Original	50	Original
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21	Original	52	Original
22	Original	53	Original
23	Original	54	Original
24	Original	55	Original
25	Original	56	Original
26	Original	57	Original
27	Original	58	Original
28	Original	59	Original
29	Original	60	Original
30	Original	61	Original

*Indicated sheets included with this filing.

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CHECK SHEET, Continued

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
62	Original	96	Original
63	Original	97	Original
64	Original	98	Original
65	Original	99	Original
66	Original	100	Original
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89	Original	123	Original
90	Original	124	Original
91	Original	125	Original
92	Original	126	Original
93	Original	127	Original
94	Original	128	Original
95	Original	129	Original

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CHECK SHEET, Continued

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
130	Original		
131	Original		
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139	Original		
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141	Original		
142	Original		
143	Original		
144	Original		
145	Original		
146	Original		
147	Original		
148	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Authority. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Authority follows in its tariff approval process, the most current sheet number on file with the Authority is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Authority, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Authority.

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APPLICATION OF TARIFF

This tariff contains the rates, terms and conditions applicable to the provision of intrastate resold and facilities-based local exchange telecommunications services and resold interexchange service by Granite Telecommunications, LLC between various locations within the State of Tennessee.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Alternate Routing ("AR")

Allows E911 calls to be routed to a designated alternate location if: (1) all E911 exchange lines to the primary PSAP (*See* definition of PSAP below.) are busy; or (2) the primary PSAP closes down for a period (night service).

Authority

Tennessee Regulatory Authority

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Location Identification ("ALI")

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

The terminating point of a call (i.e., the called number).

Calling Card

A card issued by Company containing such account numbers assigned to its Customer, which enables the charges for calls made to be properly billed on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Central Office Line

A line providing direct, or indirect, access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

Channel

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Channel Conversion

The termination of 1.544. Mbps Service at a Customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the Customer.

Channel Service Unit ("CSU")

The equipment located at the Customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

Commitment Period:

The time period stated in a Customer contract wherein the Customer is obligated to continue service with the Company in accordance with the terms of the Contract.

Communications Systems

Channels and other facilities, which are capable of two-way communications between subscriber-provided terminal equipment or telephone company stations, even when not connected to exchange and message toll communications service.

Company

Granite Telecommunications, LLC ("Granite ")

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Credit Card

A valid bank or financial organization card, representing and account to which the costs of products and services purchased by the cardholder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer

The person, firm, corporation or other entity, which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment ("CPE")

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Dedicated Access

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Default Routing ("DR")

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

Demarcation Point

The physical dividing point between the Company's network and the Customer.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Digital

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

Direct Inward Dial ("DID")

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

Direct Outward Dial ("DOD")

A service attribute that allows individual station users to access and dial outside numbers directly.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station, or the Company's operator.

Dual Tone Multi-Frequency ("DTMF")

The pulse type employed by tone dial station sets (touch tone).

Emergency Service Number ("ESN")

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the Customer.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

E911 Customer

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

E911 Service Area

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Error

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line

A central office line furnished for direct or indirect access to the exchange system.

Exchange Service

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Ground Start

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

Incoming Service Group

Two or more central office lines arranged so that a call to the first line is completed to a succeeding line in the group when the first line is in use.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Interface

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

Interoffice Mileage

The segment of a line which extends between the central offices serving the originating and terminating points.

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside this area ("interLATA") service is provided by long distance companies.

Link

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Leased Channel

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

Local Call

A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

Local Calling Area

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Service

Telephone exchange service within a local calling area.

Loop Start

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

Loops

Segments of a line, which extend from the serving central office to the originating and to the terminating point.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Measured Rate Service

A type of exchange service consisting of a monthly line charge plus local usage. Where RegionServ is available, Measured Rate Service is not offered.

Message Rate Service

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

Move

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Multi-Frequency ("MF")

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

Multiline Hunt

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Network Control Signaling

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Network Control Signaling Unit

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

Node

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

Port

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises

The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Private Branch Exchange Service

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**Public Safety Answering Point ("PSAP")**

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

Rate Center

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Referral Periods

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

RegionServ

A type of exchange service that provides local calling from the customer's home wire center to Company exchanges in the state of TN and in the same LATA within a 40 mile radius consisting of an access line charge plus local usage.

Resale of Service

The subscription to communications service and facilities by one entity and the re-offering of communications service to others (with or without "adding value") for profit.

Same Premises

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

Issued:**Issued By:****Effective Date:**

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Selective Routing ("SR")

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

Serving Central Office

The central office from which local service is furnished.

Sharing

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication-related costs.

Station

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber:

See "Customer" definition.

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Two Way

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

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234 Copeland Street
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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Tennessee.
- 2.1.2. Company offers resold and facilities-based telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.3. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.4. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.6. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Authority pursuant to Tennessee law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.10. In the absence of gross negligence or willful misconduct, and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- 2.4.11. With respect to Emergency Number 911 Service:
- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.11. Continued

- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

2.4.12. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two (2) times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or CENTREX attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued****2.4.12. Continued**

- C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company shall be allowed a period of three (3) business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where CENTREX attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
- D. Credit limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph C, for the line or lines in question.
- E. Definitions: As used in Paragraphs A, B, C, and D above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the Customer on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the Customer that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

- 2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:
- A. the transmission of signals to Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

- 2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE**

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 30 days. No credit shall be allowed for an interruption of a continuous duration of less than four hours.
- 2.7.3. An interruption period begins when the Customer reports a service facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.7.4. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.5. Only Customers receiving services utilizing the Company's facilities and switch equipment will be entitled to credit allowances.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.7.6. No credit allowances will be made for any interruption in service:

- A. due to the negligence of, or non-compliance with the provisions of this Tariff, by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company.
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company.
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on a impaired basis;
- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued**

2.7.7. Credits for interruptions of service shall in no event exceed an amount equivalent to the Monthly Facility Charge for the month of service during which the event that gave rise to the claim for a credit occurred. A credit allowance as provided in Section 2.7.8. is applied against the rates specified and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.7.8. Credit for Service Interruption

Customers experiencing interruptions of service as herein defined will be credited as follows:

<u>Length of Service Interruption</u>	Credit Allowance
Less than four (4) hours	None
Four (4) hours up to but not including eight (8) hours	1/3 of day for monthly recurring charges
Eight (8) hours up to but not including twelve (12) hours	½ of day for monthly recurring charges
Twelve (12) hours up to but not including sixteen (16) hours	2/3 of day for monthly recurring charges
Sixteen (16) hours up to but not including twenty-four hours (24) hours	One-day for monthly recurring charges
Twenty-four (24) hours or longer	One day for monthly recurring charges, each 24 hour period.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. MINIMUM SERVICE PERIOD**

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.9. MINIMUM SERVICE PERIOD, Continued**

- 2.9.4. In the case where a Customer engages in a contract for the Company's services, the minimum service period shall be the Commitment Period stated in the contract. At the end of the Commitment Period, the Contract will remain in effect until the Customer or the Company provide written notice of termination in accordance with the terms and conditions of the Contract.
- 2.9.5. In the event the Customer terminates service with the Company prior to the end of the Commitment Period or in the event that the Company terminates service based upon Customer's default, Customer will pay to the Company a Termination Fee consisting of 1) a one time handling fee of five hundred dollars (\$500.00), 2) any installation charges previously waived by Company, and 3) a termination fee equivalent to the month-to-month rate for all service multiplied by the number of months for which the Customer received service in the Commitment Period. The Termination Fee will be due immediately upon termination of service. Customers who engage in contracts for Granite 's services will be informed of the Termination Fee prior to signing the contract.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. INSTALLATION SERVICE**

The Company provides a half-day installation plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Authority-regulated service involving a Customer premise visit. In the case of any inconsistency with Authority regulations, the rules of the Authority shall prevail.

2.11. ACCESS TO CUSTOMER'S PREMISES

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. PAYMENTS AND BILLING**

- 2.12.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until cancelled by the Customer on not less than thirty (30) days' notice.
- 2.12.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.12.3. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a returned check charge of \$10.00.
- 2.12.4. Billing is payable upon receipt and past due twenty (20) days after issuance and posting of invoice. Bills not paid within twenty-one (21) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment charge will be applied to all amounts previously billed under this tariff, excluding one (1) month's local service charge, but including arrears and unpaid late payment charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. PAYMENTS AND BILLING, Continued**

- 2.12.5. The Company will provide interest on Customer overpayments that are not refunded within thirty (30) days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment charge.
- 2.12.6. Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.
- 2.12.7. If objection is not received by the Company within three (3) months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within thirty (30) days after the overpayment is received by the Company.
- 2.12.8. Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two (2) months after the bill is rendered.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. PAYMENTS AND BILLING, Continued

- 2.12.9. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone numbers, (866) 847-1500 and (866) 847-5500. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time at (866) 847-1500. Messages may be left for Customer services from 6:00 p.m. to 7:59 a.m. Eastern Standard Time, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service. Customer service representatives are available twenty-four (24) hours per day at (866) 847-5500.
- 2.12.10. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Tennessee Regulatory Authority for its investigation and decision.

The addresses and telephone numbers of the Authority are:

Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243
Telephone: (615) 741-2904

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY CUSTOMER

- 2.13.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.13.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.13.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
 - A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. CANCELLATION BY COMPANY

- 2.14.1. Company reserves the right to immediately discontinue furnishing the service to customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
 - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - C. For unlawful use of the service or use of the service for unlawful purposes; or
 - D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction; or
 - E. In the event that the facilities have been abandoned or are being used by unauthorized persons.
- 2.14.2. Company may discontinue service according to the following conditions upon five (5) days written notice:
- A. For violation of Company's filed tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's tariff, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer; or
 - C. For failure to make payment in accordance with the terms of a deferred payment agreement; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.14. CANCELLATION BY COMPANY, Continued

2.14.2. Continued

- D. When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection; or
- E. Failure to meet or maintain the Company's credit requirements; or
- F. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services; or
- G. For Customer's breach of the contract for service between the Company and Customer; or
- H. Unauthorized resale of equipment or service; or
- I. In the event of a sale or merger of the Company, which results in a change of control.

2.14.3. In the event of disconnection, the notice to the Customer will inform the Customer of the right to appeal to the Consumer Assistance Division of the Tennessee Regulatory Authority.

2.14.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.15. AUTOMATIC NUMBER IDENTIFICATION TERMS AND CONDITIONS**

The Company may provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- 2.15.1. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance and completion of a telephone subscriber's original call or transaction.
- 2.15.2. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- 2.15.3. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- 2.15.4. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Section 2.15.1., unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- 2.15.5. The Company will make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

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SECTION 2 - RULES AND REGULATIONS, Continued

**2.15. AUTOMATIC NUMBER IDENTIFICATION TERMS AND CONDITIONS,
Continued**

- 2.15.6. Violations of any of the foregoing terms and conditions by any ANI recipient, other than a telephone corporation, shall result, after a determination through the Authority's complaint process, in suspension of the transmission of ANI by the telephone corporation until such time as the Authority receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Authority determined that there have been three (3) or more separate violations in a twenty-four (24) month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Authority.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.16. INTERCONNECTION**

- 2.16.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system or that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.16.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.16.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.17. ESTABLISHMENT OF CREDIT

- 2.17.1. In order to assure the proper payment of all Customer-incurred charges for service, the Company will require applicants for service and Customers to establish and maintain acceptable credit.
- 2.17.2. The establishment or re-establishment of credit by an applicant or Customer will not relieve the applicant or Customer from compliance with other responsibilities, including the payment advance payments or bills, and in no way modify the provisions concerning disconnection and termination of service for failure to pay Customer-incurred charges for service rendered by the Company.
- 2.17.3. The Company may refuse to furnish service to an applicant that has not paid charges for service of the same classification (residential or business) previously furnished by any telephone company until, at the option of the Company, the applicant pays any past due bill and/or makes deposit arrangements suitable to the Company.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. ESTABLISHMENT OF CREDIT, Continued**

- 2.17.4. Applicants for residential service may establish credit by one of the following methods:
- A. If the applicant has verifiable previous service with any telephone company for at least twelve (12) months and the payment record on the account was satisfactory, the applicant may obtain service without a deposit; or
 - B. If the applicant had not paid for prior service, or the prior service had been disconnected for nonpayment within the past twelve (12) months, the Company may require a deposit prior to the connection of telephone service; or
 - C. If the applicant does not have verifiable service, or if the applicant had previous service for less than twelve (12) months, the applicant will be asked to provide further credit information. The applicant will be requested to provide proof of:
 - 1. home ownership;
 - 2. employment of two (2) years or more with the current employer;
 - 3. major oil company credit card;
 - 4. major credit company;
 - 5. checking account;
 - 6. savings account;
 - 7. age of 50 years or more.
 - D. If the applicant is unable to provide affirmative responses to two of these credit criteria in section 2.18.4.C., the Company may request the applicant to furnish a deposit prior to connection of telephone service.
- 2.17.5. Applicants for business service may establish credit by submitting a business credit evaluation plan.
- 2.17.6. If verification of an applicant's credit is required, the Company will provide service if the applicant furnishes advance payment of both the applicable charges for connection of service and the estimated charges for the first thirty (30) days of service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.17. ESTABLISHMENT OF CREDIT, Continued**

- 2.17.7. If the verification of credit results in unsatisfactory credit information, the applicant will be informed of the reason or reasons for denial of credit, after which the Company may refuse to provide or continue service until the Customer provides a deposit, pursuant to section 2.19.
- 2.17.8. An existing Customer may be required to reestablish credit by the payment or increase of a cash deposit, pursuant to section 2.19., when any of the following conditions occur:
- A. During the first twelve (12) months that a customer receives service, the Customer pays late three (3) times or has service disconnected by the Company for nonpayment two (2) times; or
 - B. After the first twelve (12) months that the Customer has received service, the Customer has had service disconnected two (2) times by the Company or the Company provides evidence that the Customer used a device or scheme to obtain service without payment; or
 - C. After the first twelve (12) months that a business Customer has received service, the business Customer pays late at least three (3) times during any twelve (12) month period.
- 2.17.9. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
- 2.17.10. A Customer may be required to reestablish credit when the nature of service furnished or the basis on which credit was established has significantly changed.
- 2.17.11. If a Customer fails to reestablish credit as required by the Company, service may be disconnected no sooner than five (5) days after delivery, or eight (8) days after mailing, of written notice of intention to disconnect.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.18. DEPOSITS**

- 2.18.1. The Company may request deposits of applicants for service and existing customers. All deposits will be based on the following:
- A. An applicant for business service may be required to pay an amount not to exceed four (4) months of the applicant's estimated monthly billing, based upon the average monthly bill for that class and type of service.
 - B. An applicant for residential service may be required to pay an amount not to exceed two (2) months of the applicant's estimated monthly billing, based upon the average monthly bill for that class and type of service.
 - C. A business service Customer may be required to pay an amount not to exceed four (4) months, based upon the Customer's average monthly billing for the past six (6) months. If the Customer has had service for less than six (6) months, the amount of the deposit will not exceed four (4) months of the estimated monthly billing for that class and type of service.
 - D. A residential service Customer may be required to pay an amount not to exceed two (2) months, based upon the Customer's average monthly billing for the past six (6) months. If the Customer has had service for less than six (6) months, the amount of the deposit will not exceed two (2) months of the estimated monthly billing for that class and type of service.
- 2.18.2. For all applicants, one-half (1/2) of the amount of any deposit will be due prior to initiation of service. For all existing customers, one-half (1/2) of the amount of any deposit will be due within twelve (12) days from the date that a request for a deposit is made. The remaining one-half (1/2) of any deposit will be paid over the next two (2) billing periods. At the option of the applicant or Customer, a deposit may be paid on a more expedited schedule.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.18. DEPOSITS, Continued

- 2.18.3. The amount of a deposit may be adjusted when the character or degree of the Customer's use of service has materially changed, or when it can be determined that the character or degree of the Customer's use will materially change, and such change is not temporary.
- 2.18.4. The Company will pay interest on all deposits made for the purpose of establishing credit at the percentage rate determined by the Authority. In no case will interest be allowed for a period extending beyond the date a refund is due or the date service is terminated, whichever date is earlier. Interest will be computed from the date the deposit is paid and will be distributed to the Customer in accordance with the following:
- A. As an annual credit to the Customer's account, not to be performed more than once in a twelve (12) month period; or
 - B. As an annual payment, not to be distributed more than once in a twelve (12) month period, as requested by the Customer; or
 - C. As part of a refund of the entire deposit; or
 - D. As part of the application of the deposit to an unpaid bill of the Customer in accordance with 2.18.6.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.18. DEPOSITS, Continued

- 2.18.5. The Company will refund deposits, including accrued interest, when one of the following conditions are met:
- A. Within twelve (12) months upon surrender of the properly-endorsed receipt for the certificate of deposit or delivery of a cancellation receipt for the deposit, if the Company so requests, when all of the following are satisfied:
 - 1. The Customer has paid any past due bill for service owed to the Company; and
 - 2. Service has not been discontinued for nonpayment; and
 - 3. The Customer has not been delinquent in paying monthly bills a total of three (3) times; and
 - 4. The Company has not presented evidence that the Customer used a device or scheme to obtain service without payment.
- 2.18.6. When service is terminated or the application is canceled and there are charges due the Company, the deposit and the interest will be applied to the charges, and the balance, if any, will be returned to the Customer or applicant.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.19. TELEPHONE SURCHARGES**

- 2.19.1. In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges apply to the customer's monthly bill statement as outlined below. If there are surcharge rates applicable to a particular city, village, town or county tax district or other jurisdictional taxing entity, the rate will be listed in Section 4 of this tariff.

2.20. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS**2.20.1. Application of Rates**

- A. Business rates as described in Section 3 and shown in Appendix A apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature; or
 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location; or
 3. At any location when the listing or public advertising indicates a business or a profession; or
 4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls; or
 5. At any location where the Customer resells or shares exchange service.
- B. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.20. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS,
Continued

2.20.2. Telephone Number Changes

- A. When a business Customer requests a telephone number change, the referral period for the disconnected number is one-hundred-eighty (180) days.
- B. The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.
- C. When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.
- D. Deposits will be returned to a business Customer upon cancellation of service or after one (1) year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.20.3. Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.21. ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS****2.21.1. Back-billing for Residential Customers**

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than six (6) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for charges billed in excess of six (6) months after the service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the back-billing period.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.22. ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS AND RESIDENTIAL CUSTOMERS****2.22.1 Preferred Carrier Freezes**

Subscribers who wish to reduce the chance of a change in their local exchange carrier, intraLATA and/or interLATA toll service provider(s) without their express written or verbal consent may request, at no charge, to have their preferred carrier selection frozen to their carrier of choice. Preferred Carrier Freezes shall be implemented or removed by one of the following three methods:

- A. In written form by the use of a Letter of Agency (LOA) that must conform with Rule 1220-4.2-.56 (2)(a), The Tennessee Verification of Orders for Changes of Long Distance Carrier; or
- B. Verbally with a call between the subscriber and the Company; or
- C. Verbally with a three-way conference call between the Company, the subscriber, and the preferred carrier.

At the time a subscriber makes a request to the Company to place a freeze on their account, the Company will send the subscriber a confirmation letter. The Company does not guarantee that by placing a freeze on the subscriber's account that the preferred carrier cannot be changed without the subscriber's consent. The Company shall not be liable for any damages that may occur if the preferred carrier is changed without the subscriber's consent as long as the Company has fully complied with the requirements specified in Rule 1220-4-2-.56 (2). The Tennessee Verification of Orders for Changes of Long Distance Carriers.

This offering in no way nullifies the Company's responsibility to verify the service provider changes as outlined in Rule 1220-4-2-.56 (2), the Tennessee Verification of Orders for Changes of Long Distance Carriers.

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SECTION 3 - GENERAL DESCRIPTION OF SERVICES

3.1. TIMING OF CALLS

3.1.1. The Customer's usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered and terminated when either party hangs up.

3.1.2. There is no billing for incomplete calls.

3.2. SERVICE AREAS

3.2.1. Exchange access services are provided in the portions of Tennessee served by the BellSouth Telephone Company.

3.2.2. The Company's interexchange services are provided state-wide.

3.2.3. The Company's description of service area in no way compels the Company to provide any service in an area where facilities or other extenuating factors limit the Company's ability to provide service.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES

4.1. RATES AND CHARGES

4.1.1. Service Charges

A. Non-Recurring Charges

Line Connection Charge applies when establishing an exchange access line or trunk and includes service ordering, central office work, exchange access line work and a standard voice miniature six position network interface.

Line Change Charge applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number change and suspend/restore.

Secondary Service Charge applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

Premises Work Charge is a nonrecurring charge based on the labor time and miscellaneous materials required to rearrange the drop wire, protector and/or network interface.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.1. Service Charges, Continued****A. Non-Recurring Charges, Continued**

Type of Order	Residence Service NRC	Business Service NRC
Initial Line	\$41.50	\$58.50
Each Additional Line	\$18.00	\$31.00
Line Change Charge, First Line	\$28.00	\$47.00
Line Change Charge, Add'l Line	\$15.00	\$15.00
Secondary Service Charge	\$9.95	\$24.00
Premises Visit – 1 st 15 Minutes	\$28.00	\$28.00
Premises Visit – Add'l 15 Minutes	\$11.00	\$11.00

B. Recurring Charges

Type of Order	Residence Service MRC	Business Service MRC
Touch Tone	\$0.60	\$3.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.2. Basic Exchange Access Service Description**

- A. Basic Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public-switched telecommunications network. An Exchange Access Service allows a user to:
1. receive calls from other stations on the public-switched telecommunications network; and
 2. access other services offered by the Company as set forth in this tariff; and
 3. access certain interstate and international calling services provided by the Company; and
 4. access (at no additional charge) the operators contracted for by the Company; and
 5. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
 6. access services provided by other common carriers which interconnect with the Company pursuant to tariff, agreement or some other Company-approved manner.
- B. Basic exchange access service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's designated carrier's central office.
- C. Basic exchange access service customers are entitled to a voice-grade communications channel. Provision of this service does not guarantee a Customer access to any other facility requirement, including a communications path capable of supporting data transmissions.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.2. Basic Exchange Access Service, Continued**

D. Rates for basic exchange access service are based upon the types of service subscribed to, which service types are defined in Section 1 of this tariff, and access areas, which are defined in Sections 4.2. and 4.3. of this Tariff. All rates are incurred on a monthly basis, unless indicated otherwise.

E. Basic Exchange Access Service Rates

Type of Service	Group I (0-12,000 lines)	Group II (12,001-27,000 lines)	Group III (27,001-85,000 lines)	Group IV (85,001-300,000 lines)	Group V (300,001-500,000 lines)
Flat Rate (Residential)	\$7.55	\$8.50	\$9.05	\$11.85	\$12.15
Flat Rate (Business)	\$27.05	\$30.80	\$32.75	\$39.05	\$39.70
Measured Rate* Service (Residential)	\$5.30	\$5.95	\$6.35	\$8.30	\$8.50
Measured Rate *Service (Business)	\$18.95	\$21.55	\$22.95	\$27.35	\$27.80
Message Rate** Service (Residential)	\$3.80	\$4.25	\$4.55	\$5.95	\$6.10
Message Rate**Service (Business)	\$23.95	\$23.95	\$23.95	\$29.05	\$29.75
RegionServ*** (Residential)	\$4.50	\$4.50	\$4.50	\$5.50	\$5.50
RegionServ*** (Business)	\$24.50	\$24.50	\$24.50	\$27.50	\$27.50

*Residential Measured Rate Service usage allowance is \$7.50. Business Measured Rate Service usage allowance is \$10.00. Measured Rate Service will not be offered where RegionServ is available. Calls in excess of the above allowances are billed at the usage rates set forth in Section 4.1.3.

**Message Rate Service: Monthly usage allowance is \$3.00 for residential customers and \$7.50 for business customers. Calls in excess of allowance are billed at \$0.10 per call.

***RegionServ monthly local usage charges for calls terminating in Band A will not exceed \$12.00 Residential / \$25.00 Business. See Section 4.1.3.

 Issued:

Issued By:

Effective Date:

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.2. Basic Exchange Access Service, Continued**

F. In addition to the charges for basic exchange access service described in 4.1.2.E. above, the following charges apply to each individual exchange access service line unless otherwise specified:

1. The following end user common line charge, as mandated by the Federal Communications Commission;

Primary Residential Line	\$6.00
Additional Residential Line	\$7.00
Single Line - Business	\$6.00
Multi Line – Business	\$7.84

2. **The Federal Universal Service Charge;**

Primary Residential Line	\$0.49
Additional Residential Line	\$0.49
Single Line - Business	\$0.49
Multi Line – Business	\$0.49

3. **The FCC PIC Change Charge;** \$1.49

4. **FCC End User Local Number Portability Charges;**

Per Line, Residence	\$0.35
Per Line, Business	\$0.35
Per Trunk, Business	\$3.15

5. Any applicable municipal, state or federal taxes, franchise fees or other charges, including the 911 surcharge; and

6. Casual traffic charges that are derived from third-party calls and utilize the Company's system, including 10XXX, 900/976 and third-party calls initiated by a Customer through the Company's system.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.3. Local Usage Service**

A. Customers subscribing to the Company's exchange access service may utilize local usage services to place calls to and receive calls from parties located in the Company's local usage service area.

B. Measured Rate Service, Usage Service Rates

	DAY Initial Minute	DAY Add'l Minute	EVENING Initial Minute	EVENING Add'l Minute	NIGHT Initial Minute	NIGHT Add'l Minute
Measured Rate Service BAND A:						
Residential	\$0.0400	\$0.0200	\$0.0260	\$0.0130	\$0.0160	\$0.0080
Business	\$0.0400	\$0.0200	\$0.0260	\$0.0130	\$0.0160	\$0.0080

DAY = 8:00 am to 5:00 pm, Monday-Friday
 EVENING = 5:00 pm to 11:00 pm, Monday-Friday and Sunday
 NIGHT/WEEKEND = 11:00 pm to 8:00 am, Monday-Friday, Sunday and all times on Saturday
 HOLIDAY = Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4). Thanksgiving Day and Labor Day the holiday rate applicable is the Evening rate, unless a lower rate would normally apply.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.3. Local Usage Service, Continued****C. RegionServe Local Usage Rates**

RegionServ monthly local usage charges for calls terminating in Band A will not exceed \$12.00 Residential/\$25.00 Business.

	PEAK Initial Minute	PEAK Add'l Minute	OFF PEAK Initial Minute	OFF PEAK Add'l Minute
Band A: (0-16 miles and Intracounty > 16 miles)	\$0.02	\$0.02	\$0.010	\$0.010
Band B: (17-30 miles)	\$0.05	\$0.05	\$0.025	\$0.025
Band C: (> 30 miles)	\$0.10	\$0.10	\$0.050	\$0.050

Peak rates apply between 8:00 a.m. and 8:00 p.m, Monday through Friday.

Off-Peak rates apply 8:00 p.m. to 8:00 a.m., Monday through Friday and at all times Saturday and Sunday. Off-Peak rates are discounted 50%.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.4. IntraLATA Message Telecommunications Service****A. Direct Dialed Residential and Business IntraLATA MTS/OSP/Calling Card Rates**

MILEAGE	DAY 1st Minute	DAY Add'l Minute	EVENING 1st Minute	EVENING Add'l Minute	NIGHT 1st Minute	NIGHT ADD'L Minute
1-10 miles	\$0.100	\$0.100	\$0.07000	\$0.07000	\$0.04700	\$0.04700
11-16 miles	\$0.100	\$0.100	\$0.07000	\$0.07000	\$0.04700	\$0.04700
17-22 miles	\$0.150	\$0.150	\$0.10500	\$0.10500	\$0.07050	\$0.07050
23-30 miles	\$0.150	\$0.150	\$0.10500	\$0.10500	\$0.07050	\$0.07050
31-40 miles	\$0.190	\$0.190	\$0.13300	\$0.13300	\$0.08930	\$0.08930
41-55 miles	\$0.190	\$0.190	\$0.13300	\$0.13300	\$0.08930	\$0.08930
56-70 miles	\$0.210	\$0.210	\$0.14700	\$0.14700	\$0.09870	\$0.09870
71-85 miles	\$0.210	\$0.210	\$0.14700	\$0.14700	\$0.09870	\$0.09870
86-101+ miles	\$0.210	\$0.210	\$0.14700	\$0.14700	\$0.09870	\$0.09870

DAY = 8:00 am to 5:00 pm, Monday-Friday
 EVENING = 5:00 pm to 11:00 pm, Monday-Friday and Sunday
 NIGHT = 11:00 pm to 8:00 am, Monday-Friday, Sunday and all times on Saturday
 HOLIDAY = Christmas Day (December 25), New Year's Day (January 1), Independence Day (July 4). Thanksgiving Day and Labor Day the holiday rate applicable is the Evening rate, unless a lower rate would normally apply.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.5. PBX Trunks, Monthly***

First message rate trunk comes with an allowance of 75 messages. Calls in excess of the allowance will be billed at \$0.10 per call.

RATE GROUP	FLAT RATE INWARD, OUTWARD, DID OR TWO WAY	MESSAGE RATE, TWO- WAY OR OUTWARD ONLY	ADD'L TRUNK
Rate Group 1 (0-12,000 lines)	\$47.34	\$23.95	\$16.45
Rate Group 2 (12,001 – 27,000 lines)	\$53.90	\$23.95	\$16.45
Rate Group 3 (27,001 – 85, 000 lines)	\$57.31	\$23.95	\$16.45
Rate Group 4 (85, 001 – 300,000 lines)	\$68.34	\$29.05	\$21.55
Rate Group 5 (300,001 – 500,000 lines)	\$56.60	\$29.75	\$22.25

*See Sections 4.1.2.D and 4.1.3 B and C for rates for Business Measured and RegionServ trunks.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.6. Grouping (Hunting) Service****A. Flat Rate***

Class of Service	Business Non-Recurring Charge	Business Monthly Charge	Residential Monthly Charge
Rate Group 1 (0-12,000 lines)	\$24.00	\$20.29	\$5.66
Rate Group 2 (12,001-27,000 lines)	\$24.00	\$23.10	\$6.38
Rate Group 3 (27,001-85,000 lines)	\$24.00	\$24.56	\$6.79
Rate Group 4 (85,001-300,000 lines)	\$24.00	\$29.29	\$8.89
Rate Group 5 (300,001-500,000 lines)	\$24.00	\$16.90	\$9.11

B. Message and Measured Rate*

Class of Service	Business Non-Recurring Charge	Business Monthly Charge	Residential Monthly Charge
Rate Group 1 (0-12,000 lines)	\$24.00	\$17.96	\$2.85
Rate Group 2 (12,001-27,000 lines)	\$24.00	\$17.96	\$3.19
Rate Group 3 (27,001-85,000 lines)	\$24.00	\$17.96	\$3.41
Rate Group 4 (85,001-300,000 lines)	\$24.00	\$21.79	\$4.46
Rate Group 5 (300,001-500,000 lines)	\$24.00	\$22.31	\$4.58

*Non-Recurring Charge does not apply if a Line Connection or Change Charge is applicable.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.6. Grouping (Hunting) Service, Continued****C. RegionServ***

Class of Service	Business Non-Recurring Charge	Business Monthly Charge	Residential Monthly Charge
Rate Group 1 (0-12,000 lines)	\$24.00	\$18.38	\$3.38
Rate Group 2 (12,001-27,000 lines)	\$24.00	\$18.38	\$3.38
Rate Group 3 (27,001-85,000 lines)	\$24.00	\$18.38	\$3.38
Rate Group 4 (85,001-300,000 lines)	\$24.00	\$20.63	\$4.13
Rate Group 5 (300,001-500,000 lines)	\$24.00	\$12.50	\$4.13

*Non-Recurring Charge does not apply if a Line Connection or Change Charge is applicable.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.7. Direct Inward Dialing (DID)***

Class of Service	Business Non-Recurring Charge	Business Monthly Charge
Each Group of 20 Working Numbers	\$55.00	\$3.40
Each Group of 20 Reserved Numbers	\$55.00	\$3.40
Multifrequency Pulsing Option	\$0.00	\$7.50
Dual Tone Multifrequency Pulsing Option	\$0.00	\$7.50
Automatic Intercept Service, Per #	\$16.00	\$0.00
Non-Consecutive DID Numbers	\$1.25	\$0.17
Reserved Non-Consecutive DID Numbers**	\$1.25	\$0.17

*NRC applies to the first group of DID numbers assigned to a customer per occasion.

**The \$55.00 NRC also applies for establishment of first group of reserved numbers or Reserved Non-Consecutive DID number where service did not previously exist.

4.1.8. DID Trunk Termination

Type of Service	Business Non-Recurring Charge	Business Monthly Charge
Each Inward Only Trunk	\$50.00	\$20.00
Each Combination Trunk With Call Transfer	\$250.00	\$45.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.9. IOD From PBX Trunks**

Class of Service	Business Non-Recurring Charge	Business Monthly Charge	Basic Business Termination Non-Recurring Charge
1st 10 Trunks	\$635.00	\$330.00	\$8,400.00
11 – 50 Trunks	\$63.00	\$31.50	\$800.00
51 + Trunks	\$25.50	\$7.60	\$195.00

4.1.10. Optional Exchange Access Service Enhancement Features (Non Packages)

In addition to the Company-provided exchange access services, Customers may purchase one or more enhanced features. These features are available only when purchased in combination with a Company-provided exchange access service. All services are subject to availability and may not be available in certain areas.

A. Call Waiting

1. **Call Waiting** provides a tone signal when a second call comes through a line in use.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$3.00	\$20.00
Business	\$3.90	\$24.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.10. Optional Exchange Access Service Enhancement Features (Non Packages), Continued****A. Call Waiting, Continued**

2. **Call Waiting Deluxe** allows a residence customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call disposition options.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$6.00	\$20.00

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Continued**

B. **Call Forwarding** permits a Customer to automatically transfer all incoming calls to another dialable telephone number. Local usage charges also apply.

1. **Call Forwarding - Busy Line** automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$1.00	\$20.00
Business	\$4.50	\$24.00

2. **Call Forwarding – Don't Answer** automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$1.00	\$20.00
Business	\$4.50	\$24.00

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Continued****B. Call Forwarding, Continued**

3. **Call Forwarding - Multipath:** Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, 10 calling paths will be provided at no charge. For a hunting arrangement greater than 10 lines/trunks, additional paths (in excess of the 10 provided at no charge) can be purchased. The total number of calling paths cannot exceed the number of lines/trunks in the forwarding hunting arrangement. In all cases, the number of call forwarding paths is dependent upon the terminating capability of the forward-to directory number. For the Call Forwarding Don't Answer feature each call will be forwarded at the completion of each ring cycle. A service charge will apply to requests to increase or decrease the number of calling paths.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence (CF Busy Line and CF Don't Answer)	\$2.00	\$20.00
Residence (CF Variable)	\$3.00	\$20.00
Business (CF Busy Line and CF Don't Answer)	\$5.00	\$24.00
Business (CF Variable)	\$5.00	\$24.00

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Continued****B. Call Forwarding, Continued**

4. **Call Forwarding Variable** provides for transferring incoming calls to another telephone number by dialing a code and the telephone number of the service to which calls are to be transferred. Satisfactory transmission levels cannot be assured on calls forwarded outside the local calling area.

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	\$20.00	\$4.00
Business	\$24.00	\$5.50

5. **Call Forwarding Don't Answer with Ring Control:** The forwarded-to telephone number is specified at the time service is established and can only be changed via service order. Such change is subject to normal service charges. After establishment of service, the interval after which forwarding occurs must be changed by the customer and cannot be changed via service order. A change made by the customer to the interval is not subject to service charges.

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	\$20.00	\$1.00
Business	\$24.00	\$5.00

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Continued****B. Call Forwarding, Continued**

6. **Remote Call Forwarding** allows for the automatic transfer of all incoming calls to another dialed number. The dialed number is user-defined and can be either 7 or 10 digits long. The number can be changed via a service order. No physical telephone is required at the subscribed dialed number. Business service ordering and line connection charges apply.

A. Monthly Service and Install Charges

Class of Service	Non-recurring Charge	Monthly Charge
Residence	\$12.50	\$16.00
Business	\$12.50	\$16.00

B. Additional Path Following Installation

Class of Service	Non-recurring Charge	Monthly Charge
Residence	\$12.50	\$16.00
Business	\$12.50	\$16.00

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Continued****B. Call Forwarding, Continued**

7. **Customer Control Call Forwarding Busy Line:** The destination telephone number is specified by the customer at the time this feature is ordered and can only be changed via service order.

Class of Service	Non-recurring Charge	Monthly Charge
Residence	\$20.00	\$3.00
Business	\$24.00	\$8.00

8. **Customer Control Call Forwarding Don't Answer:** The destination telephone number and forwarding interval are specified by the customer at the time this feature is ordered and can only be changed via service order. No Service Charge is applicable if the customer requests a ring count change within thirty days from the establishment of the feature on the subscriber's line.

Class of Service	Non-recurring Charge	Monthly Charge
Residence	\$20.00	\$3.00
Business	\$24.00	\$8.00

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Continued****B. Call Forwarding, Continued**

9. **Remote Access – Call Forwarding Variable:** This feature provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number.

Class of Service	Non-recurring Charge	Monthly Charge
Residence	\$20.00	\$5.75
Business	\$24.00	\$10.00

- C. **Three-Way Calling** allows a Customer to add a third-party to an established connection without operator assistance.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$4.50	\$20.00
Business	\$6.00	\$24.00

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Continued**

- D. **Distinctive Ring I (RingMaster®Service)** provides one additional number with a single line.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$4.00	\$20.00
Business	\$10.00	\$24.00

- E. **Distinctive Ring II (RingMaster® Service)** provides two additional numbers associated with a single line.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$6.00	\$20.00
Business	\$12.00	\$24.00

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Continued**

- F. **Three Way Calling With Transfer:** This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. Incoming calls may be transferred to another access arrangement on an inter- or intra-switch basis. Where the subscriber originates both legs of a three-way call, those legs will remain bridged together when the subscriber goes on hook when at least one of the legs is an intra-switch call. Where the subscriber originates two inter-switch legs of a three-way call, both legs remain bridged when the subscriber goes on hook where the serving switch is not a 5ESS switch. For such calls in a 5ESS switch, both inter-switch legs are disconnected when the subscriber goes on hook.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$4.95	\$20.00
Business	\$7.00	\$24.00

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Continued**

- G. **Speed Dialing 8** allows a Customer to dial up to 8 pre-selected numbers using an abbreviated dialing sequence.

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	\$20.00	\$3.75
Business	\$24.00	\$6.00

- H. **Speed Dialing 30** allows a Customer to dial up to 30 pre-selected numbers using an abbreviated dialing sequence.

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	\$20.00	\$4.00
Business	\$24.00	\$6.50

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Continued**

- I. **Star 98 Access:** This feature allows a subscriber to access a service, generally their local voice mail service, when they dial *98 from their home or business telephone line. Star 98 Access connects the customer to the local telephone number, generally of their voice mail provider, to whom their calls are forwarded via a version of Call Forwarding Don't Answer.

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	\$20.00	\$1.00
Business	\$24.00	\$2.00

- J. **Talking Call Waiting:** This feature provides an enhancement for customers who subscribe to a call waiting feature. This feature announces the listing name of the calling party when a call waiting subscriber receives a call waiting tone. The spoken name is played only after the first call waiting tone for any incoming call. When a customer who subscribes to both Talking Call Waiting and Call Waiting Deluxe receives an incoming call while using equipment capable of displaying the name and number of the incoming call originator, the Call Waiting Deluxe feature will take precedence, i.e. the equipment will display visually the name and number of the calling party and the Talking feature will not be activated. In addition to the rates set forth below, a nonrecurring programming charge of \$19.95 also applies.

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	\$20.00	\$3.00

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Continued**

- K. **Internet Call Waiting** allows customers to manage their incoming calls while logged onto the Internet. When a customer is on the Internet with ICW running and receives a call, a small window pops up on the computer screen with the name and number of the caller and four disposition options for the call.

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	N/A	\$4.95

- L.**Privacy Director:** Privacy Director service works with Caller ID service to identify unidentified callers. Privacy Director service will intercept all unidentified calls (unavailable, unknown, blocked and private numbers) before the subscriber's telephone rings. If the call is marked private, the caller will be asked to press 1 to deliver his/her calling information. On unavailable or unknown numbers, the caller will be asked to state their name. Once the calling party has identified himself, the service will ring the subscriber and announce the calling party's information. The subscriber has the option to accept the call, reject the call, or send a "Do Not Solicit" message to a telemarketer. *Privacy Director service allows the subscriber to assign a special passcode giving callers of his/her choice the ability to bypass Privacy Director. Subscribers may also switch Privacy Director service on or off from his/her own telephone.*

Class of Service	Non-Recurring Charge	Monthly Charge
Residence	\$19.95	\$5.95

Complete Choice® customers can subscribe to Privacy Director® for 1.95 per month.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.10. Optional Exchange Access Service Enhancement Features, (Non Packages)
Continued****M. Message Waiting Indication**

Message Waiting Indication –Audible (MWI-A) is a feature that enables end users to receive Message Waiting Indication on their lines. SMDI is used to activate or deactivate an audible alerting signal (stutter dial tone) on the end user's line notifying the end user that a message is waiting.

Message Waiting Indication - Audible/Visual (MWI-A/V) is a feature that enables end users to receive audible and visual indication that a message is waiting. SMDI is used to activate or deactivate an audible alerting signal (stutter dial tone) and to activate or deactivate a bulb, light, indicator etc., on CPE adjunct devices or light equipped telephones sets.

Class of Service	MWI-A Monthly	MWI –AV Monthly
Residence	\$0.50	\$0.50
Business	\$1.00	\$1.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.11. Class (TouchStar (R) Service)**

- A. **Call Trace**, upon Customer activation, permits a Customer to automatically trace the telephone number of the line used for the last call received by the Customer. Call Trace is provided to Customers whose basic exchange access service relies entirely on residence lines. The traced number will not be provided by the Company, but will be provided to law enforcement officials upon the written request of the Customer.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$4.00	\$20.00
Business	\$7.00	\$24.00

- B. **Caller ID Basic** enables the customer to view on a display unit the Directory Number (DN) on incoming telephone calls. When Caller ID - Basic is activated on a customer's line, the Directory Numbers of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$7.00	\$20.00
Business	\$11.00	\$24.00

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Effective Date:

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- C. **Caller ID Deluxe** is available to Customers being served by appropriately equipped central offices and subscribing to Caller ID. This feature provides for the display of the listed name associated with the telephone number from which the call is being made. The name will be delivered to a Customer-provided display device. The Company will forward all calling names subject to technical limitations.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$7.95	\$20.00
Business	\$11.00	\$24.00

- D. **Call Blocking** provides the Customer with the ability to block or allow outgoing calls. Customers can block long-distance, operator assisted, specific telephone numbers, prefix and/or area codes, or all outgoing calls. This feature can be activated or deactivated through the use of a PIN. The feature is available with residence basic exchange access service and residence ISDN service.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$4.00	\$20.00
Business	\$5.50	\$24.00

Granite is prohibited from providing any network element or service to telephone solicitors that would block or otherwise interfere with on a per line basis, the display of the telephone solicitor's name and telephone number on the residential subscriber's caller ID equipment.

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- E. **Call Return** permits a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$5.00	\$20.00
Business	\$6.50	\$24.00

- F. **Repeat Dialing** allows for the automatic continuous redialing of a busy number until the line is free.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$4.00	\$20.00
Business	\$6.00	\$24.00

- G. **Anonymous Call Rejection** allows for the rejection of anonymous incoming calls.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$3.00	\$20.00
Business	\$3.50	\$24.00

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- H. **Call Selector** provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers. The customer creates a screening list of up to six telephone numbers through an interactive dialing sequence. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern (short, long, short). Calls from telephone numbers not included on the screening list will produce a normal ring.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$3.00	\$20.00
Business	\$5.50	\$24.00

- I. **Preferred Call Forwarding** allows the customer to transfer selected calls to another telephone number. A screening list of up to six numbers is created by the customer and placed in the network memory via an interactive dialing sequence. Subsequently, calls are forwarded to the Call Forwarding telephone number only if the calling number can be obtained and is found to match a number on the screening list.

Class of Service	Monthly Charge	Non-Recurring Charge
Residence	\$3.00	\$20.00
Business	\$6.00	\$24.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.11. Class (TouchStar (R) Service), Continued**

- J. **Enhanced Caller ID with Anonymous Call Rejection** allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. For Enhanced Caller ID subscribers, ACR can be activated and deactivated at the customer's discretion through the use of preassigned feature access codes. When ACR is activated and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming calls are checked for acceptance or rejection by ACR regardless of the current state of the called party's line (e.g., off hook or idle).

Class of Service	Monthly Charge	Non-Recurring Charge
Business	\$17.00	\$24.00

K. **Enhanced Caller ID with Call Management**

This feature is only available to business customers where facilities permit. This feature allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Enhanced Caller ID with Call Management includes the functionality of the Call Waiting feature and the Caller ID feature and provides several additional call disposition options.

Class of Service	Monthly Charge	Non-Recurring Charge
Business	\$18.00	\$24.00

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Effective Date:

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Feature	Charge Per Activation
Call Return	\$0.90
Repeat Dialing	\$0.90
BusyConnect	\$0.90

4.1.13. Voice Mail Companion Services Package

Consists of Call Forwarding Don't Answer, Call Forwarding Busy Line and/or Star 98 Access and Message Waiting Indication.

Business		Residence	
MRC	NRC	MRC	NRC
\$10.50	\$24.00	\$2.00	\$20.00

4.1.14. Essentials Package

Consists of Call Waiting, Call Return and Voice Mail Companion Services Package.

Residence only, Monthly Credit \$3.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.15. Call Screening And Restriction Services****A. Customized Code Restriction (CCR)**

Customized Code Restriction is a service which enables customers to restrict certain types of outgoing calls from being placed over their exchange lines/trunks. This capability is provided only by means of recorded announcement restriction. It is offered with options containing various sets of codes to be restricted, and is available to basic exchange customers with individual line residence or business service or PBX trunks in either flat, message or measured rate service environments.

1. CCR – Options

The codes shown for CCR options are not to be considered all-inclusive. Codes may be changed and new or different codes may be added as deemed appropriate by the Company.

Option	Restricted Codes
1	1+, 0-, 0+, 00-, (1+/0+) 411, 976 & 900, IDDD 01+, IDDD 011+, N11 Service (311, 511, 611, 811), 101XXXX
2a	0-, 0+, 00-, IDDD 01+, 976
2b	0-, 0+, IDDD 011+, IDDD 101XXX+011+, IDDD 101XXXX+011+, 976, 1+976
3	Vacant Code Recording 1+, 0-, 0+, 00-, IDDD 01+, 011+, NPA 900, 101XXXX
4a	976, 1+976, 900, 1+900
4b	976, 1+976, 900, 1+900, IDDD 011+, IDDD 10XXX+011+, IDDD 101XXXX+011+
6a	976, 1+976, 900, 1+900, N11 Service (311, 511, 611, 811)
6b	976, 1+976, 900, 1+900, N11 Service (311, 511, 611, 811), IDDD 011+, IDDD 10XXX+011+, IDDD 101XXXX+011+
7	1+InterLATA, Vacant Code Recording 0-, 0+, 00-, (1+/0+) 411, 976, NPA 900, IDDD01, IDDD011+, N11 Service (311, 511, 611, 811), and 101XXXX

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Option	Business Monthly Rate	Residential Monthly Rate
1	\$5.00	\$2.00
2a	\$5.00	\$2.00
2b	\$5.00	\$2.00
3	\$5.00	\$2.00
4a	--	--
4b	--	--
6a	--	--
6b	--	--
7	--	\$2.00

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.15. Call Screening And Restriction Services, Continued****B. Selective Class of Call Screening****1. Description**

Selective Class of Call Screening Service enables a customer to secure central office blocking of originating 1+, 101XXXX 1 +, 976 and 900 service calls. Additionally, specific screening information from the originating line is sent to the operator on Company handled intraLATA calls to prevent operator assisted calls from being billed to the subscriber's line. Information digits are also passed to long distance providers, other than the Company, to identify the line as requiring special operator handling.

Selective Class of Call Screening Service is available only from central offices that have been arranged to provide these services. The service is provided subject to the availability of facilities. This service is not compatible with all service offerings such as Customized Code Restriction, International Call Blocking and Toll Terminals.

Subscribing to this service does not relieve the subscriber of responsibility for calls, other than Company intraLATA calls, which originate from the number. Failure of other long distance providers to act on the information digits passed to them could result in charges being placed on the subscriber's number.

All local calls and calls to Company numbers such as repair service, Directory Assistance Service and public emergency service numbers such as 911 and 1+ 800 calls will be permitted from the establishment.

This service is available to all business and residence customers.

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Business		Residential		PBX	
MRC	NRC	NRC	MRC	MRC	NRC
\$1.10	\$24.00	\$24.00	\$1.10	\$7.10	\$24.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.16. Prestige Communications Service****A. Description**

PCS provides central office calling features furnished from Electronic Central Office equipment located in Company buildings. Access arrangements available to PCS are individual Business and Residence exchange lines, trunks and exchange lines extended to foreign central offices/foreign exchanges. It is offered on a single or multiple access arrangement basis as a customer option and may be provided subject to the availability of facilities. Business and residence PCS features will be allowed at the subscriber's residence location only. All access arrangements in PCS will have the same subscriber responsibility. Exchange access arrangements in PCS must have the same type of service, e.g., must be either flat, measured or message service.

B. Basic Features

User Transfer/Conferencing: A user of this feature may hold an in-progress call and complete a second call while maintaining privacy from the first call, or may add on the previously held call for a three-way conference. The feature also allows an incoming call to be transferred to another access arrangement.

Call Pickup: This feature allows a PCS user the ability to answer a call which has been directed to another PCS access arrangement within the same call pickup group by dialing a code. Multiple call pickup groups are allowed with PCS service.

Call Hold: A user of this feature can place any established call on hold by depressing the switchhook and dialing a code. This frees the access arrangement to originate another call.

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Speed Calling 6: This feature provides a PCS user the ability to place a call by dialing a code plus one digit, to any one of six telephone numbers preprogrammed by the customer on an individual access arrangement.

Call Waiting: This feature signals a PCS user that is on an existing call that another call is waiting. Cancel Call Waiting provides the ability to deactivate the Call Waiting feature on a per call basis and is included with Call Waiting where available. Call Waiting may be provided on individual access arrangements that are not in rotary (arranged for hunting) or on the last access arrangement in a rotary hunt group.

Call Forwarding Variable: This feature provides a PCS user the ability to have all incoming calls forwarded to a different telephone number by dialing a code and the telephone number where calls are to be forwarded. Ring Reminder provides a short burst of ringing on an access arrangement in the call forwarded state when a call is placed to the telephone number which has been forwarded.

Call Forwarding Don't Answer: This feature provides a PCS user the ability to automatically forward all calls that encounter a don't answer condition, after a pre-selected interval, to an alternate telephone number. This feature is in operation on a continuous basis and cannot be activated or deactivated by the customer. Due to technical limitations, the actual interval before a don't answer call is forwarded may vary slightly from the preset value. The customer specifies the interval and destination telephone number at the time the feature is ordered. Changes in either the destination telephone number or the forwarding interval must be requested from the Company by service order.

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4.1. RATES AND CHARGES, Continued

4.1.16. Prestige Communications Service, Continued

C. Optional Features, Continued

Call Forwarding Busy Line: When the called access arrangement is busy, this feature automatically routes all calls to a pre-selected access arrangement on a different premises from the called access arrangement. The customer specifies the destination telephone number at the time this feature is ordered. A change in the destination telephone number must be requested from the Company by service order.

Speed Calling 30: This feature provides a PCS user the ability to place a call by dialing a code plus two digits, to any one of thirty telephone numbers preprogrammed by the customer on an individual access arrangement.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.16. Prestige Communications Service, Continued****D. Rates and Charges**

The following rates and charges are for PCS service only and are in addition to the applicable service charges, monthly rates and nonrecurring charges for access arrangements and other services or equipment with which it is associated.

1. Monthly Recurring Charges

ITEM	BUSINESS MRC	RESIDENCE MRC
PSC Service Termination: Single Access	\$0.00	\$0.00
Multiple Access	\$0.00	\$0.00
User Access Conferencing	\$7.00	\$3.65
Call Pickup	\$1.00	\$0.50
User Transfer/Conferencing and Call Pickup	\$7.50	\$4.00
User Transfer/Conferencing and Call Hold	\$8.00	\$5.00
User Transfer/Conferencing, Call Pickup and Call Hold	\$9.00	\$5.50
Speed Calling 6	\$4.95	\$2.20
Call Waiting	\$3.90	\$3.00
Call Forwarding Variable	\$5.00	\$2.75
Call Forwarding Don't Answer	\$5.00	\$1.00
Call Forwarding Busy Line	\$5.00	\$1.00
Speed Calling 30	\$5.95	\$3.75

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued

4.1. RATES AND CHARGES, Continued

4.1.16. Prestige Communications Service, Continued

D. Rates and Charges, Continued

2. Establishment of Service

When established at the same time as the associated access arrangement(s), no additional service charge is applicable.

When established subsequent to the establishment of the associated access arrangement(s), service charges as specified in Section 4.1.1 of this Tariff apply.

3. Feature Changes or Additions

Service charges as specified in Section 4.1.1 of this Tariff are applicable to the following changes in an established PCS.

- a. Change or addition of optional feature(s) to an existing Prestige® Communications service arrangement.
- b. Changes to the customer specified parameters associated with Prestige® Communications service Call Forwarding Don't Answer.
- c. Changes to the customer specified parameters associated with Prestige® Communications service Call Forwarding Busy Line.
- d. Changes in the Call Pickup group assignment of an access arrangement

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.17. Directory Services**

Directory services allow Customers to customize the manner in which their Company-assigned telephone numbers appear in published directory and/or are used by dialable directories and operators. This section applies only to services provided by the Company and is subject to the liability provisions of Section 2.4.

CLASS of Service	Type of Listing	Non-recurring Charge	Monthly Charge
Residential	Non-listed	\$20.00	\$1.30
	Non-Published	\$20.00	\$3.50
	Add'l Listing	\$20.00	\$1.20
Business	Non-listed	\$24.00	\$1.30
	Non-Published	\$24.00	\$3.50
	Add'l Listing	\$24.00	\$2.10

*Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.18. Operator Assistance Surcharges**

Operator Assistance Surcharges apply when a Customer utilizes either an automated or live Company-provided operator for purposes of completing or billing a call. Operator Assistance Surcharges in addition to any local or long-distance usage services.

A. Station to Stations

Station to station calls are non -pay phone direct dial calls including collect calls billed to a third number and operator dialed calls billed to a calling card.

1. Customer Dialed Calling Card**InterLATA**

Class of Service	Per Access Charge
Residence	\$0.80
Business	\$0.80

IntraLATA

Class of Service	Per Access Charge
Residence	\$0.80
Business	\$0.80

2. Operator Assisted

Fees as follows are imposed on any calling card call that originates from a payphone and involves operator assistance.

InterLATA

Class of Service	Per Access Charge
Residence	\$2.25
Business	\$2.25

IntraLATA

Class of Service	Per Access Charge
Residence	\$2.25
Business	\$2.25

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.18. Operator Assistance Surcharges, Continued****B. Person to Person**

Person-to-Person is a type of Operator-Assisted call in which the calling party requests to speak to a specific party on the receiving end. Operator assisted person to person calls may include customer dialed collect calls, calls billed to a third party using a travel card and calls billed to a travel card, or calls made from a pay telephone. Billing does not begin until the specific party answers. No charge applies if that specific party is unavailable.

InterLATA

Class of Service	Per Access Charge
Residence	\$4.90
Business	\$4.90

IntraLATA

Class of Service	Per Access Charge
Residence	\$4.90
Business	\$4.90

C. Busy Line Verification**InterLATA**

Class of Service	Per Access Charge
Residence	\$1.50
Business	\$1.50

IntraLATA

Class of Service	Per Access Charge
Residence	\$1.50
Business	\$1.50

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InterLATA

Class of Service	Per Access Charge
Residence	\$3.00
Business	\$3.00

IntraLATA

Class of Service	Per Access Charge
Residence	\$3.00
Business	\$3.00

4.1.19. Directory Assistance, Local and Toll

Within the State of Tennessee	\$0.29
Outside the State of Tennessee	\$0.85

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.20 Voice Mail Services**

The Company offers to its business customers three voice mail service plans each including different applications and features:

A. Voice Messaging Box

Includes Call Answering, Message Notification, Call Forward (no answer/busy), Busy Greeting (with voice message), Message Delivery (time/date), Message Waiting Indicator and Automated Attendant. Greeting length 129 seconds. 15 messages allowed, 2 minute message length. Messages retained for 15 days.

<u>Term</u>	<u>Monthly Recurring Charge</u> <u>(Per Box)</u>	<u>Installation Charge</u> <u>(Per Box)</u>
Month to Month	\$6.00	\$6.00
One Year	\$6.00	\$0.00
Two Year	5% discount	\$0.00
Three Year	7% discount	\$0.00

B. Enhanced Voice Mail

Includes Call Answering, Message Notification, Mailbox to Mailbox Messaging, Fax Overflow, Virtual Phone Fax, Voice/Fax Information Services, Unlimited Fax Pages, Call Forward (no answer/busy), Busy Greeting (with voice message), Message Delivery (time/date), Message Waiting Indicator, Group Messaging, 10 (maximum) Family/Sub Mailboxes, Special Delivery Options, and Automated Attendant. 240 Second Greeting Length. 30 Messages, 4 Minutes in Length. 30 day Message Retention.

<u>Term</u>	<u>Monthly Recurring Charge</u> <u>(Per Box)</u>	<u>Installation Charge</u> <u>(Per Box)</u>
Month to Month	\$8.00	\$6.00
One Year	\$8.00	\$0.00
Two Year	5% discount	\$0.00
Three Year	7% discount	\$0.00

Issued:

Effective Date:

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.20. Voice Mail Services, Continued****C. Deluxe Voice Mail**

Includes Call Answering, Message Notification, Mailbox to Mailbox Messaging, Fax Overflow, Virtual Phone Fax, Voice/Fax Information Services, Unlimited Number of Fax Pages, Call Forward (no answer/busy), Busy Greeting (with voice message), Message Delivery (time/date), Message Waiting Indicator, Group Messaging, 10 (maximum) Family/Sub Mailboxes, Special Delivery Options, Automated Attendant. 360 Second Greeting Length, 60 Messages, 6 Minute Message Length, and 45 Day Message Retention.

<u>Term</u>	<u>Monthly Recurring Charge (Per Box)</u>	<u>Installation Charge (Per Box)</u>
Month to Month	\$12.00	\$6.00
One Year	\$12.00	\$0.00
Two Year	5% discount	\$0.00
Three Year	7% discount	\$0.00

D. Features Package for Voice Services

The Company offers its business customers the Features Package which includes the following voice services: call waiting, caller ID, 3-way calling, and call forwarding (busy, don't answer, and variable.)

Monthly Recurring Charge (Per Line/Trunk Equipped)	Installation (Per Line/Trunk Equipped)
\$9.00	\$5.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.21. Business Plus® Service****A. Description**

Business Plus® service allows the business customer to choose between two LATA-wide calling options:

- a. Option 1 - flat rated plan, which allows for unlimited calling within the LATA (subject to a total usage allowance of 120 hours/7200 minutes).
- b. Option 2 - Combination rated plan which provides for unlimited usage within the local calling area for a flat monthly charge, and a single rate for each minute of use for all other calling within the LATA.

The option chosen by the Business Plus® service subscribers will apply to each of their lines.

Touch-Tone Calling service is provided to all Business Plus® service subscribers at no additional charge.

Customers may subscribe to either the stand alone Business Plus® service offering or to the Business Choice® Package, which includes a Business Plus® service line, or to the Complete Choice® for Business Package, which includes a Business Plus® service line. If Business Choice Package® or Complete Choice® for Business package is subscribed to, the rates of Sections 4.19 or 4.20, respectively, are applicable. All of the rules, regulations and limitations specified for each offering will apply to the respective services and features.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.21. Business Plus® Service, Continued****A. Description, Continued**

Usage rating is dependent upon the underlying service of the originating call location. When Business Plus® service usage charges as described above are applicable, they will also apply to 1+, 0+ and 0- calls made within the LATA. However, for 0+ and 0- calls, usage does not contribute toward the Option 1 usage threshold and each minute of use is rated. The appropriate operator services surcharges will also be charged in accordance with the rules and regulations of _____ of this Tariff. Business Plus® service Option 2 customers only may subscribe to Local Usage Detail for billable usage. There is no charge for the Local Usage Detail.

B. Method of Determining Monthly Usage Charges

1. Usage is determined for each call based on minutes or fraction thereof, with a minimum call duration of one minute. This value is then multiplied by the rate per minute for the rate option selected by the customer. The resultant amount is truncated to whole cents for each call. The amount of usage billed to the customer is subject to 2. and 3. following.
2. For Option 1, only usage above the first 120 hours (7,200 minutes) of usage allowance is billed to the customer.
3. For Option 2, only usage outside the Local Calling Area is subject to the billing as described in 1.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.21. Business Plus® Service, Continued****C. Rates****1. Individual Line Service****a. BellSouth Business Plus Service - Option 1**

Item	Monthly Rate	Per Minute of Use
Each Line	\$64.00	--
Each Minute of use above 120 hours (7,200 minutes)	--	\$0.05

b. BellSouth Business Plus Service – Option 2

Item	Monthly Rate	Per Minute of Use
Each Line	\$45.70	--
Each Minute of Use outside the Local Calling Area	--	\$0.09

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.21. Business Plus® Service, Continued****C. Rates, Continued****1. Individual Line Service, Continued****c. Installation Charges**

The service order charges specified in Section 4.1.1. of this Tariff are applicable for the installations of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to convert an existing line to a Business Plus® service plan.

Service charges do not apply for transactions which only involve additions, deletions or changes to the service or features requested as part of Business Plus® service with Business Choice Package service or with Complete Choice for Business package.

4.1.22. Business Choice® Service**A. Description**

Business Choice® Packages are offered to business subscribers and consists of a BellSouth Business Plus service Calling Plan line, touch-tone service and a choice of up to five selected calling features per line. BellSouth Business Choice Packages are available only in conjunction with BellSouth Business Plus service Calling Plan Options 1 and 2 as described in A3.43. The calling feature choices are listed in D. following.

The BellSouth Business Plus service Calling Plan option chosen by the subscriber will apply to each line on the same account. BellSouth Business Plus service options may not be mixed on the same account.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.22. Business Choice® Service, Continued****A. Description, Continued**

For each line, the Business Choice® Package also provides the subscriber with up to five compatible services and features from the following list. All of the rules, regulations and limitations s apply to the respective services and features requested as part of this service. The calling features chosen may vary from line to line in a Business Choice Package line grouping.

Call Forward Busy Line
Call Forward Don't Answer
Call Forward Don't Answer Ring Control
Call Forward Variable
Call Waiting
Speed Calling 8
Speed Calling 30
Three Way Calling
Message Waiting Indicator - Audible **MWW**
Message Waiting Indicator - Visual **MWWAV**
Call Return
Call Block
Call Tracing
Repeat Dialing
Call Selector
Preferred Call Forwarding
RingMaster I
RingMaster II
Remote Access Call Forwarding
Three Way Calling with Transfer

Issued:

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Effective Date:

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.22. Business Choice® Service, Continued****A. Description, Continued**

When more than five calling features are subscribed to in one Business Choice® Package, five calling features are applied to the Business Choice® Package limit. The remaining calling features may be eligible for the Multi-Package Discount if they are currently eligible for the Multi-Feature Discount Plan as described in Section 4.20.

B. Rates

1. Business Choice Package Option 1 (which includes Business Plus® Service Calling Plan 1)

Monthly: \$77.95

2. Business Choice® Package Option 2 (which includes Business Plus® Calling Plan 2)

Monthly: \$58.95

3. Service Charges

The service order charges specified in Section 4.1.1. of this Tariff are applicable for the installations of new lines at the subscriber's premises. These charges are not applicable for existing customers who wish to move from an existing line to a Business Plus® service Calling Plan or a Business Choice® Package.

Service charges do not apply for transactions which only involve additions, deletions or changes to the service or features requested as part of Business Plus® service or with BellSouth Business Choice® Package service.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued

4.1. RATES AND CHARGES, Continued

4.1.23. Multi-Package Discount Plan

A. Description

The Multi-Package Discount Plan provides eligible Business Choice® Package customers reduced monthly package rates based upon the number of Business Choice® Packages subscribed to.

Eligibility for the discounts is based upon the following parameters:

1. A minimum purchase of two Business Choice® Packages is required.
2. The Business Choice® Packages must be provisioned to a single customer at a single location.
3. Only the lines at the customer location that are in a hunting arrangement are eligible. The number of Discount Eligible Packages equals the number of lines in hunt.

Discounts range from \$4.00 to \$64.00 depending upon the number of Discount Eligible Packages.

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.23. Multi-Package Discount Plan, Continued****B. Rates**

No. of Packages	Monthly Discount
2	\$4.00
3	\$9.00
4	\$16.00
5	\$25.00
6	\$36.00
7	\$49.00
8	\$64.00

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.24. Complete Choice® Service****A. Description****1. Complete Choice® - Residence**

Complete Choice ® service provides the features specified following including a flat rate access line. Touch-Tone Calling service is included in this service at no additional charge. The rate specified herein entitles a residence subscriber to unlimited calling to all exchange access lines in the subscriber's exchange and the Extended Area Service (EAS) additional exchanges in the subscriber's local calling area. The rate specified herein also entitles a residence subscriber to unlimited use of the following services/features specified elsewhere in this Tariff:

Custom Calling Services

TouchStar ® service (excluding Calling Number Delivery Blocking-Permanent)

Customized Code Restriction

RingMaster ® service

Message Waiting Indication

Obsolete Custom Calling Services (per regulations set forth in BellSouth Communications, Inc. Tennessee General Subscriber Services Tariff Section A113.9)

Obsolete Visual Director (per regulations set forth in BellSouth Communications, Inc. Tennessee General Subscriber Services Tariff Section A113.35)

Call Hold and Call Pickup only (See Prestige Communications Services, Section 4.1.11)

A subscriber may select an unlimited number of compatible services or features from the sections listed above. Service charges do not apply for transactions involving only additions, deletions or changes to the services/features requested as part of this service.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.24. Complete Choice® Service, Continued****A. Description, Continued****1. Complete Choice® - Residence, Continued**

Residence customers may subscribe to the Two-Line Plan or the Three-Line Plan for Complete Choice ® service. Both plans offer grouping service as specified in **A3.19** at no additional charge in addition to the features listed above. All services/features specified as available with Complete Choice ® service are available with each line of a multi-line package. All lines in each multi-line package must be **billed to** the same account and **located** at the same premises.

Service charges specified in Section 4.1.1. of this Tariff do not apply for a conversion of existing service to/from Complete Choice ® service.

2. Complete Choice® for Business

Complete Choice® for Business packages are offered to business subscribers and consist of four components - a line **with Touch-Tone Calling Service**, calling features, listings and grouping service. ***Touch-Tone Calling Service is provided with all Complete Choice® for Business packages at no additional charge.***

The line component of these packages is ***business flat rate service or Business Plus® service Option 1 or Option 2.***

All of the rules, regulations and limitations specified for ***business flat rate service apply for these lines when provided as part of a Complete Choice® for Business package.***

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.24. Complete Choice® Service, Continued****A. Description, Continued****2. Complete Choice® for Business, Continued**

Usage rating for Business Plus® service as described in Section 4.1.18 *applies for such lines when provided as part of a Complete Choice® for Business package.*

The calling features associated with this plan are listed below. For each line, the Complete Choice® for Business packages provide the subscriber an unlimited number of compatible calling features from the following list. All of the rules, regulations and limitations apply to the respective services and features *provided* as part of this service. The calling features chosen may vary from line to line in multiple line packages.

Call Forward Busy Line
Call Forward Don't Answer
Call Forward Don't Answer Ring Control
Call Forward Variable
Call Waiting
Speed Calling 8
Speed Calling 30
Three Way Calling
Message Waiting Indicator - Audible **MWW**
Message Waiting Indicator - Visual **MWWAV**
Call Return
Call Block
Call Tracing
Repeat Dialing

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.24. Complete Choice® Service, Continued****A. Description, Continued****2. Complete Choice® for Business, Continued**

Call Selector
Preferred Call Forwarding
RingMaster I
RingMaster II
Remote Access Call Forwarding
Three Way Calling with Transfer
Caller ID Number Delivery
Enhanced Caller ID with Call Management, with Anonymous Call Rejection (ACR)
Enhanced Caller ID with Call Management, with ACR and Call Forwarding
Don't Answer
Enhanced Caller ID with ACR
Caller ID Name and Number Delivery with ACR
Caller ID Name and Number Delivery – Multiline Hunt Group
Surrogate Client Number
Star 98 Access

A foreign listing and an additional listing are each available *as part* of these packages. All of the rules, regulations and limitations apply to the respective listings *provided* as part of this service.

Grouping service is also available *as part of* Complete Choice® for Business packages *containing three or more* lines. The maximum allowed number of lines in grouping is one less than the number of lines in the package (e.g. for a 7-line package, a maximum of six lines in grouping is allowed). All of the rules, regulations and limitations for grouping service *apply* for grouping service provided *as part of this service*.

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.24. Complete Choice® Service, Continued****B. Rates****1. Complete Choice® Residence**

See Service Charges, Section 4.1.1 for access line installation charges.

Rate Group	Item	Monthly Charge
All	Per Line	\$29.00
1-4	Per Two Line Plan Package	\$39.95
5	Per Two Line Plan Package	\$39.95
1-4	Per Three-Line Plan Package	\$59.95
5	Per Three-Line Plan Package	\$59.95

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.24. Complete Choice® Service, Continued****B. Rates, Continued****2. Complete Choice for Business®**

See Service Charges, Section 4.1.1 for access line installation charges.

a. Option 1, with Business Plus® Calling Plan 1

Item	Monthly Charge
Per Line	\$81.00
Per Two Line Plan Package	\$150.00
Per Three-Line Plan Package (w/up to three lines grouped)	\$260.00
Per Three Line Plan Package	\$258.00
Per Four-Line Plan Package	\$345.00

b. Option 2, with Business Plus® Calling Plan 2

See Service Charges, Section 4.1.1 for access line installation charges.

1. Rate Groups 1- 4

Item	Monthly Charge
Per Line	\$62.00
Per Two Line Plan Package	\$114.00
Per Three-Line Plan Package (w/up to three lines grouped)	\$203.00
Per Three Line Plan Package	\$197.00
Per Four-Line Plan Package	\$260.00

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Item	Monthly Charge
Per Line	\$62.00
Per Two Line Plan Package	\$114.00
Per Three-Line Plan Package (w/up to three lines grouped)	\$203.00
Per Three Line Plan Package	\$184.00
Per Four-Line Plan Package	\$238.00

c. Flat Rate Option (which includes flat rate business line)**1. Rate Groups 1-4**

Item	Monthly Charge
Per Line	\$61.00
Per Two Line Plan Package	\$113.00
Per Three Line Plan Package	\$196.00
Per Four-Line Plan Package	\$259.00

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.1. RATES AND CHARGES, Continued****4.1.24. Complete Choice® Service, Continued****B. Rates, Continued****2. Complete Choice for Business®, Continued****c. Flat Rate Option (which includes flat rate business line), Continued****2. Rate Group 5**

Item	Monthly Charge
Per Line	\$61.00
Per Two Line Plan Package	\$113.00
Per Three Line Plan Package	\$183.00
Per Four-Line Plan Package	\$237.00

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Effective Date:

SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued

4.1. RATES AND CHARGES, Continued

4.1.25. Miscellaneous Charges

A. Returned Check Fee \$10.00

B. Pay Phone Surcharge

The following per call surcharge will be applied to Calling Card
and toll free calls made from a pay telephone \$ 0.30

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.2. RATE GROUPINGS**

Exchange	Rate Group	Additional Exchanges
Adams-Cedar Hill	5	Cross Plains-Orlinda, Goodlettsville, Greenbrier, LaVergne (ICE) (Davidson County subscribers only), Nashville, Nolensville (Davidson County subscribers only), Old Hickory, Springfield, White House
Arlington	5	Collierville, Covington, Drummonds, (ICE) LaGrange, Mason, (ICE) Memphis, Millington (ICE), Moscow (including South Moscow, MS and vicinity which is part of the Moscow exchange), Munford (ICE), Rosemark (ICE), Shelby Forest (ICE), Somerville, West Whiteville
Ashland City	5	Goodlettsville, LaVergne (ICE), (Davidson County subscribers only), Nashville, Nolensville (ICE), (Davidson County subscribers only), Old Hickory, Pleasant View
Athens	2	Charleston, Decatur, Englewood (ICE), Etowah, Niota (ICE), Riceville (ICE)
Bean Station	4	Bulls Gap, Concord (ICE), Halls Crossroads (ICE), Knoxville, Mascot-Strawberry Plains, Morristown, Powell (ICE), Rutledge (ICE), Solway, Tate Springs (ICE), Washburn (ICE)
Bells	1	Alamo (ICE), Friendship (ICE), Maury City (ICE)
Bent Creek	4	Chestnut Hill, Concord (ICE), Halls Crossroads (ICE), Knoxville, Mascot-Strawberry Plains, Newport (including Waterville, NC and vicinity which is a part of the Newport exchange), Powell, Solway
Benton	3	Cleveland, Copper Basin, Georgetown, Tennega, GA and vicinity which is a part of the Benton exchange
Bethel Springs	1	Admsville (ICE), Milledgeville (687-XXXX numbers only) (ICE), Selmer
Big Sandy	2C	Camden, Paris
Blanche	2	Ardmore, AL (including Ardmore, TN and vicinity which is part of the Ardmore, AL exchange), Fayetteville, Flintville, McBurg (ICE), Petersburg

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.2. RATE GROUPINGS, Continued**

Exchange	Rate Group	Additional Exchanges
Bolivar	1	Grand Junction, Middleton, West Whiteville, Whiteville
Brownsville	1	Stanton (ICE)
Bulls Gap	3B	Bean Station, Greenville (ICE), Morristown, Mosheim (ICE), Rogersville, Surgoinsville
Camden	1	Big Sandy
Carthage	1	Chestnut Mound (ICE), Defeated (ICE), Gordonsville (ICE), Highland (ICE), Pleasant Shade (ICE)
Cedar Grove	1C	Atwood (ICE), Bruceton (ICE), Huntingdon, McKenzie, Trezevant (ICE)
Centerville	1	Lyles, Spencer Mill
Charleston	4	Apison (ICE), Athens, Chattanooga (Tennessee subscribers only), Cleveland, Collegedale (ICE), Englewood (ICE), Etowah, Georgetown, Niota (ICE), Ooltewah (ICE), Riceville (ICE), Soddy-Daisy
Charlotte	4	Dickson, Goodlettsville, Kingston Springs, LaVergne (ICE), (Davidson County subscribers only), Lyles, Nashville, Nolensville (ICE) (Davidson County subscribers only), Old Hickory, Vanleer, West Vanleer, White Bluff
Chattanooga	4	Apison (ICE), Chickamauga, GA, Collegedale (ICE), Georgetown, High Point GA (ICE), Kensington, GA (ICE), LaFayette, GA, Noble, GA, Ooltewah (ICE), Ringgold, GA (ICE), Rising Fawn, GA (ICE), Rossville, GA and vicinity which is a part of the Chattanooga exchange, Soddy-Daisy, Trenton, GA (ICE), Villanov, GA (ICE), WestBrow, GA (ICE), Tennessee subscribers also receive local calling to Charleston, Cleveland, College Station (ICE), Dayton, Decatur, Dunlap (ICE), Fall Creek Falls (ICE), Jasper, Nine Mile (ICE), Pikeville (ICE), South Pittsburg, Spring City and Whitwell

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Exchange	Rate Group	Additional Exchanges
Chestnut Hill	4	Bent Creek, Concord (ICE), Halls Crossroads (ICE), Knoxville, Mascot-Strawberry Plains, Newport (including Waterville, NC and vicinity which is a part of the Newport exchange), Powell (ICE), Solway
Clarksville	3	Cunningham, East Sango, Fredonia, Oak Grove, KY (including South Oak Grove, TN and vicinity which is a part of the Oak Grove, KY exchange), Palmyra, Sango, South Cunningham, South Fredonia
Cleveland	4	Apison (ICE), Benton, Charleston, Chattanooga (Tennessee subscribers only), Collegedale (ICE), Georgetown, Ooltewah (ICE), Soddy-Daisy
Clinton	4	Claxton (ICE), Concord (ICE), Halls Crossroads (ICE), Knoxville, Lake City, Mascot-Strawberry Plains, Norris, Oak Ridge, Oliver Springs, Powell (ICE), Solway
Collierville	5	Arlington, Memphis, Millington (ICE), Moscow (including South Moscow, MS and vicinity which is part of the Moscow exchange), Mount Pleasant, MS and vicinity which is part of the Collierville exchange, Rosemark (ICE), Shelby Forest (ICE), West Whiteville, Tennessee subscribers also receive local calling to Covington, Drummonds, LaGrange, Mason (ICE), Munford (ICE), and Somerville
Columbia	2	Culleoka, Hampshire, Mount Pleasant, North Spring Hill, Santa Fe, Spring Hill, Summertown, Williamsport
Copper Basin	1	Benton, GA, Blue Ridge (ICE), Dial, GA (ICE), Lakewood, GA (ICE), Liberty, NC and vicinity which is part of the Copper Basin exchange, McCaysville, GA and vicinity which is part of the Copper Basin exchange.

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Exchange	Rate Group	Additional Exchanges
Covington	5	Arlington, Colliersville (Tennessee subscribers only), Drummonds (ICE), Mason (ICE), (Tipton County subscribers only), Memphis (Tennessee subscribers only), Millington (ICE), Munford (ICE), Rosemark (ICE), Shelby Forest (ICE)
Cross Plains-Orlinda	5	Adams-Cedar Hill, Goddlettsville, Greenbrier, LaVergne (ICE), (Davidson County subscribers only), Nashville, Nolensville (ICE), (Davidson County subscribers only), Old Hickory, Springfield, White House
Culleoka	2	Columbia, Hampshire, Mount Pleasant, North Spring Hill, Santa Fe, Spring Hill, Williamsport
Cumberland City	1	Dover
Cumberland Gap	2	Cumberland Gap, VA, Middlesboro, KY (including Fork Ridge, TN which is part of the Middlesboro, KY exchange), New Tazewell (ICE), Sharps Chapel (ICE)
Cunningham	3	Clarksville, East Sango, Fredonia, Oak Grove, KY (including South Oak Grove, TN and vicinity which is part of the Oak Grove, KY exchange), Palmyra, Sango, South Cunningham, South Fredonia
Dandridge	4	Concord (ICE), Halls Cross Roads (ICE), Jefferson City, Knoxville, Mascot-Strawberry Plains, Powell (ICE), Solway, White Pine
Dayton	4	Apison (ICE), Chattanooga (Tennessee subscribers only), Collegedale (ICE), Georgetown, Ooltewah (ICE), Soddy-Daisy, Spring City

Issued:

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Exchange	Rate Group	Additional Exchanges
Decatur	4	Apison (ICE), Athens, Chattanooga (Tennessee subscribers only), Collegedale (ICE), Georgetown, Ooltewah (ICE), Soddy-Daisy
Dickson	5	Charlotte, Goodlettsville, Kingston Springs, Laverne (ICE), (Davidson County subscribers only), Lyles, Nashville, Nolensville (ICE) (Davidson County subscribers only), Old Hickory, Spencer Mill, Vanleer, West Vanleer, White Bluff
Dover	1	Cumberland City
Dyer	2	Bradford (ICE), Brazil (ICE), Gibson, Humboldt, Kenton, Medina, Milan, Rutherford (ICE), Trenton, Yorkville (ICE)
Dyersburg	2	Newbern, Trimble (ICE)
East Sango	5	Clarksville, Cunningham, Fredonia, Goodlettsville, LaVergne (ICE), (Davidson County subscribers only), Nashville, Nolensville (Davidson County subscribers only), Oak Grove, KY (including South Oak Grove, TN and vicinity which is part of the Oak Grove, KY exchange), Old Hickory, Palmyra, Sango, South Cunningham, South Fredonia
Eagleview	5	Fosterville (ICE), (Rutherford County subscribers only), Goodlettsville, LaVergne (ICE), Murfreesboro, Nashville, Nolensville (ICE) (Davidson County subscribers only), Old Hickory, Smyrna
Elkton	1	Ardmore, AL (ICE), (including Ardmore, TN which is part of the Ardmore, AL exchange), Lynnville, Minor Hill, Pulaski
Etowah	2	Athens, Charleston, Englewood (ICE), Niota (ICE), Riceville (ICE)
Fairview	5	College Grove (ICE), Franklin, Goodlettsville, LaVergne (ICE) (Davidson County subscribers only), Nashville, Nolensville (ICE), Old Hickory, Triune

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Exchange	Rate Group	Additional Exchanges
Fayetteville	1	Blanche, Fayetteville, McBurg (ICE), Petersburg
Flintville	1	Blanche, Fayetteville, McBurg (ICE), Petersburg
Fork Ridge	See	Middlesboro, KY (of which Fork Ridge is a part), Pineville, Section 4.3, KY, Cumberland Gap, Cumberland Gap, VA
	Local Exceptions	
Franklin	5	College Grove (ICE), Fairview, Goodlettsville, LaVergne (ICE) (Davidson County subscribers only), Nashville, Nolensville (ICE), Old Hickory, Triune
Fredonia	3	Clarksville, Cunningham, East Sango, Oak Grove, KY (including South Oak Grove, TN and vicinity which is part of the Oak Grove, KY exchange), Palmyra, Sango, South Cunningham, South Fredonia
Gallatin	5	Bethpage (ICE), Goodlettsville, Hendersonville, LaVergne (ICE), (Davidson County subscribers only), Nashville, Nolensville (ICE) (Davidson County subscribers only), Oak Grove, Old Hickory, Portland, Westmoreland (ICE), White House
Gatlinburg	4	Concord (ICE), Halls Crossroads (ICE), Knoxville, Mascot-Strawberry Plains, Powell (ICE), Sevierville, Solway
Georgetown	4	Apison (ICE), Benton, Charleston, Chattanooga, Cleveland, Collegedale (ICE), Dayton, Decatur, Jasper, Ooltewah (ICE), Soddy-Daisy, South Pittsburg, Spring City, Whitwell
Gibson	2	Bradford (ICE), Brazil (ICE), Dyer, Humboldt, Medina, Milan, Rutherford (ICE), Trenton, Yorkville
Gleason	1	Dresden (ICE), Greenfield, Latham (ICE), Martin (ICE), Palmersville (ICE), Sharon (ICE), Sidonia (ICE)

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Exchange	Rate Group	Additional Exchanges
Goodlettsville	5	Adams-Cedar Hill, Alexandria (ICE) (Wilson county subscribers only), Ashland City, Auburntown (ICE) (Wilson County subscribers only), Charlotte, College Grove (ICE), Cross Plains-Orlinda, Dickson, Eagleville, East Sango, Fairview, Fosterville (Rutherford County subscribers only), Franklin, Gallatin, Greenbrier, Hendersonville, Kingston Springs, LaVergne (ICE), Lebanon, Liberty (ICE) (Wilson county subscribers only), Milton, Mount Juliet (ICE), Murfreesboro, Nashville, Nolensville (ICE), Norene (ICE), North Spring Hill, Old Hickory, Pleasant View, Portland, Smyrna, South Cunningham, South Fredonia, Spencer Mill, Springfield, Triune, Vanleer, Watertown, West Vanleer, White Bluff, White House, Woodbury (ICE) (Rutherford County subscribers only)
Grand Junction	1	Bolivar, LaGrange, Michigan City, MS and vicinity which is part of the Grand Junction exchange, Middleton, West Whiteville, Whiteville
Greenback	4	Concord (ICE), Halls Crossroads (ICE), Knoxville, Lenoir City, Loudon, Maryville, Mascot-Strawberry Plains, Powell (ICE), Solway
Greenbrier	5	Adams-Cedar Hill, Cross Plains-Orlinda, Goodlettsville, LaVergne (ICE) (Davidson County subscribers only), Nashville, Nolensville (ICE), (Davidson county subscribers only), Old Hickory, Springfield, White House
Greenfield	1	Dresden (ICE), Gleason, Latham (ICE), Martin (ICE), Palmersville (ICE), Sharon (ICE), Sidonia (ICE)
Halls	1	Henning, Ripley

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Exchange	Rate Group	Additional Exchanges
Hampshire	2	Columbia, Culleoka, Mount Pleasant, North Spring Hill, Santa Fe, Spring Hill, Williamsport
Harriman	4	Concord (ICE), Halls Crossroads (ICE), Kingston, Knoxville, Mascot-Strawberry Plains, Oakdale (ICE), Oliver Springs, Powell (ICE), Rockwood, Solway
Hartsville	1	Green Grove (ICE), Hillsdale (ICE)
Henderson	1	Milledgeville (668-XXXX numbers only) (ICE)
Hendersonville	5	Gallatin, Goodlettsville, LaVergne (ICE) (Davidson county subscribers only), Nashville, Nolensville (ICE) (Davidson County subscribers only), Old Hickory, Portland, White House
Henning	1	Halls, Ripley
Hohenwald	1	None
Hornbeak	1	Kenton, Troy, Union City
Humboldt	2	Bradford (ICE), Brazil (ICE), Dyer, Gibson, Medina, Milan, Rutherford (ICE), Trenton, Yorkville (ICE)
Huntingdon	1	Atwood (ICE), Bruceton (ICE), Cedar Grove, McKenzie, Trezevant (ICE)
Huntland	1	Estill Springs (ICE), Francisco, AL and vicinity which is part of the Huntland exchange, Sewanee, Winchester
Jackson	3	None
Jasper	4	Apison (ICE), Chattanooga (Tennessee subscribers only), Collegedale (ICE), Georgetown, Ooltewah (ICE), Soddy-Daisy, South Pittsburg, Whitwell
Jefferson City	4	Concord (ICE), Dandridge, Halls Crossroads (ICE), Knoxville, Mascot-Strawberry Plains, Powell (ICE), Solway, White Pine
Jellico	3	Corbin, KY, Jellico, KY and vicinity which is part of the Jellico exchange, LaFollete, Williamsburg, KY

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SECTION 4 – LOCAL EXCHANGE SERVICES AND RATES, Continued**4.2. RATE GROUPINGS, Continued**

Exchange	Rate Group	Additional Exchanges
Kenton	2	Dyer, Hornbeak, Mason Hall (ICE), Rutherford (ICE), Trenton, Troy, Union City
Kingston	4	Concord (ICE), Halls Crossroads (ICE), Harriman, Knoxville, Mascot-Strawberry Plains, Oliver Springs, Powell (ICE), Rockwood, Solway
Kingston Springs	5	Charlotte, Dickson, Goodlettsville, LaVergne (ICE) (Davidson county subscribers only), Lyles, Nashville, Nolensville (ICE) (Davidson County subscribers only), Old Hickory, Spencer Mill, Vanleer, West Vanleer, White Bluff
Knoxville	4	Bean Station, Bent Creek, Chestnut Hill, Claxton (ICE), Clinton, Concord (ICE), Dandridge, Gatlinburg, Greenback, Halls Crossroads (ICE), Harriman, Jefferson City, Kingston, Lake City, Lenoir City, Loudon, Maryville, Mascot-Strawberry Plains, Maynardville, Norris, Oak Ridge, Oliver Springs, Powell (ICE), Rockwood, Rutledge (ICE), Sevierville, Sharps Chapel (ICE), Solway, Tate Springs (ICE), Washburn (ICE), West Sweetwater, White Pine
LaFollete	2	Jellico
LaGrange	5	Arlington, Collierville (Tennessee subscribers only), Grand Junction, Memphis (Tennessee subscribers only), Millington (ICE), Moscow (ICE), Rosemark (ICE), Shelby Forest (ICE), Somerville
Lake City	4	Claxton (ICE), Clinton, Concord (ICE), Halls Crossroads (ICE), Knoxville, Mascot-Strawberry Plains, Norris, Oak Ridge, Oliver Springs, Powell (ICE), Solway

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